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\$3,294,836.55

REGISTRATION NO. _____ Filed at _____

9% EQUIPMENT TRUST CERTIFICATES

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INTERSTATE COMMERCE COMMISSION

Due April 15, 1989

(Secured by Canadian Pacific Limited Lease Obligations)

EQUIPMENT TRUST AGREEMENT

Dated as of October 15, 1973

by and between

INTER NATIONAL BANK OF MIAMI,

Trustee

and

BORG WARNER EQUITIES CORPORATION

EQUIPMENT TRUST AGREEMENT dated as of October 15, 1973, between INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee), and BORG WARNER EQUITIES CORPORATION, a Delaware corporation having its principal place of business in the State of Illinois (hereinafter called the Company).

WHEREAS, the Company has agreed to sell, assign and transfer to the Trustee the railroad equipment described in Schedule I hereto subject to the provisions hereof, which equipment is to be manufactured and sold pursuant to respective Manufacturing Agreements to be dated as of October 15, 1973 (hereinafter collectively called the Manufacturing Agreements) amongst the Company, Canadian Pacific Limited (hereinafter called the Lessee), Marine Industries Limited (hereinafter called Marine) and Bethlehem Steel Corporation (hereinafter called Bethlehem), the Manufacturing Agreements to be substantially in the forms of Annexes A-1 and A-2 hereto; and

WHEREAS, such title is to be vested in and is to be retained by the Trustee until released under the provisions hereof; and

WHEREAS, the Company proposes to enter into a Lease to be dated as of October 15, 1973 (hereinafter called the Lease), with the Lessee, substantially in the form of Annex B hereto, pursuant to which the Company will lease such railroad equipment to the Lessee, and the Company's right, title and interest as Lessor under the Lease is to be assigned to the Trustee pursuant to the Assignment (as hereinafter defined); and

WHEREAS, the 9% Equipment Trust Certificates, Due April 15, 1989 (Secured by Lease Obligations of Canadian Pacific Limited), (hereinafter called the Trust Certificates), are to be issued and sold, and the proceeds of such sale are to be held in trust by the Trustee and are to constitute a fund to be known as Equipment Trust, Due April 15, 1989 (Secured by Lease Obligations of Canadian Pacific Limited), to be applied by the Trustee as provided herein; and

WHEREAS, the text of the Trust Certificates is to be substantially in the following form:

[FORM OF TRUST CERTIFICATE]

\$.....

No.

9% EQUIPMENT TRUST CERTIFICATE

DUE APRIL 15, 1989

(Secured by Lease Obligations of Canadian Pacific Limited)

Inter National Bank of Miami, Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement dated as of October 15, 1973 (hereinafter called the Agreement), between the Trustee

and Borg Warner Equities Corporation, a Delaware corporation (hereinafter called the Company), certifies that

or registered assigns is entitled to an interest of \$ in Equipment Trust, Due April 15, 1989 (Secured by Lease Obligations of Canadian Pacific Limited), due and payable on April 15, 1989, payable in instalments as hereinafter provided, and to interest on the amount of unpaid principal from time to time due and owing pursuant to this Certificate due and payable semiannually on April 15 and October 15 in each year commencing April 15, 1974, at the rate of 9% per annum from the date hereof until such principal amount becomes due and payable, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 10% per annum. Payments of principal and interest shall be made to the registered holder at the principal Corporate Trust Office of the Trustee in Miami, Florida, in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payments of public and private debts. Each of such payments shall be made only from and out of, and only to the extent of, rentals or other moneys received by the Trustee and applicable to such payment under the provisions of the Agreement or under the provisions of an Assignment of Lease and Agreement dated as of October 15, 1973, between the Company and the Trustee. The liability of the Company for all payments to be made by it to the Trustee under the Agreement is limited by Section 4.03 of the Agreement. The principal amount of the Trust Certificates is due and payable in 30 semiannual instalments of principal payable on April 15 and October 15 in each year commencing October 15, 1974, calculated as provided in the Agreement so that the aggregate of the principal and interest payable on each such date shall be substantially equal. Interest shall be computed hereunder on the basis of a 360-day year of twelve 30-day months. Since partial payments of principal on this Certificate are not required to be noted on this Certificate, inquiry should be made at said office of the Trustee as to the principal amount at any time remaining unpaid hereon.

This Certificate is one of an authorized issue of Trust Certificates in an aggregate principal amount not exceeding \$3,294,836.55 and issued or to be issued under the Agreement, under which title to certain railroad equipment (or cash or obligations defined in the Agreement as "Investments" in lieu thereof, as provided in the Agreement) and the above-mentioned Assignment of Lease and Agreement are held by the Trustee in trust for the equal and ratable benefit of the holders of the Trust Certificates issued thereunder. Reference is made to the Agreement and the Schedule and Annexes thereto (copies of which are on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof hereby incorporated herein, to all of which the registered holder hereof, by accepting this Certificate, assents.

The transfer of this Certificate in whole or in part may be registered upon the terms and conditions set forth in the Agreement on the books of the Trustee upon surrender to the Trustee at said office of the Trustee of this Certificate accompanied by a written instrument of transfer, duly executed by the registered holder in person or by duly authorized attorney, in form satisfactory to the Trustee. The Trustee and the Company may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and interest and for all other purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) all instalments of principal and interest represented by this Certificate may become or be declared due and payable in the manner and with the effect provided in the Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by one of its Authorized Officers, by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereunto affixed or hereon imprinted and to be attested by the manual signature of one of its Authorized Officers.

Dated as of

INTER NATIONAL BANK OF MIAMI
Trustee

by _____
Authorized Officer

Attest:

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or other
identifying number of Assignee

.....
.....
the within Equipment Trust Certificate and does hereby
irrevocably constitute and appoint _____
attorney to transfer the said Certificate on the books of the
within named Trustee, with full power of substitution in the
premises.

Dated.....

WHEREAS, it is desired to secure to the holders of the Trust
Certificates the payment of the principal thereof, as hereinafter
more particularly provided, with interest thereon, as hereinafter
provided, payable semi-annually in each year, and to evidence the
rights of the holder or holders of the Trust Certificates in
substantially the form hereinbefore set forth;

NOW, THEREFORE, in consideration of the mutual covenants and
promises herein contained, the parties hereto hereby agree as
follows:

ARTICLE ONE

Definitions

Section 1.01. Definitions. The following terms (except as
otherwise expressly provided or unless the context otherwise
requires) for all purposes of this Agreement shall have the
respective meanings hereinafter specified:

Affiliate of any corporation shall mean any corporation
which, directly or indirectly, controls or is controlled by, or
is under common control with, such corporation. For the purposes
of this definition, control (including controlled by and under
common control with), as used with respect to any corporation,
shall mean the possession, directly or indirectly, of the power
to direct or cause the direction of the management and policies
of such corporation, whether through the ownership of voting
securities or by contract or otherwise.

Agent shall mean any of Bank of Montreal, The Royal Bank of
Canada or Canadian Imperial Bank of Commerce, as the Lessee and

Lessor shall mutually agree at or before each Closing under either of the Manufacturing Agreements.

Assignment shall mean the Assignment of Lease and Agreement dated as of October 15, 1973, by the Company to the Trustee substantially in the form of Annex C hereto.

Authorized Officer shall mean such person or persons as are duly authorized or designated by or on behalf of the board of directors or executive committee of the Trustee to sign, certify, countersign or attest documents on behalf of the Trustee.

Bethlehem Equipment shall mean the Equipment delivered and accepted under Manufacturing Agreement No. 2.

Business Day shall mean a calendar day, excluding Saturdays, Sundays and holidays or other days on which banks are authorized by law to close in Miami, Florida, or New York, New York.

Company shall mean Borg Warner Equities Corporation, a Delaware corporation.

Consent shall mean the Lessee's Consent and Agreement dated as of October 15, 1973, in the form annexed to the Assignment.

Corporate Trust Office shall mean the office of the Trustee in Miami, Florida, at which the corporate trust business of the Trustee shall, at the time in question, be administered, which office is, on the date of execution of this Agreement, located at 627 Southwest 27th Avenue, Miami, Florida.

Cost, when used with respect to the Equipment, shall mean (i) the actual cost of the Marine Equipment (including freight charges, if any, from Marine's plant to a point of delivery to the Lessee and applicable local, provincial or federal Canadian sales tax, if any, and including only such other items as may be properly included in such cost under sound accounting practice), as evidenced by the invoice presented by Marine with respect to such Marine Equipment, but expressed in United States dollars based on the actual cost to the Trustee and the Company of the Canadian dollars used to make the payments to such Manufacturer contemplated by Section 3.02 and 3.03 hereof, provided that the Lessee's consent shall be obtained for any exchange, prior to the date of such payments (but not on the date of such payments), of United States dollars in Clearing House funds for Canadian dollars for the purpose of obtaining Canadian dollars to make such payments and provided further, that such exchange shall be made at the selling price quoted by Bank of Montreal, The Royal Bank of Canada or Canadian Imperial Bank of Commerce and that each such exchange for the purpose of payment under Section 3.02 hereof shall be made at the same time and at the same such selling price as the exchange for the purpose of contemporaneous

payment under Section 3.03 (hereinafter called Marine's Cost); and (ii) the actual cost of the Bethlehem Equipment expressed in U.S. dollars (including freight charges, if any, from Bethlehem's plant to a point of delivery to the Lessee, and applicable local, state, provincial or federal Canadian or United States sales tax, if any, and including only such other items as may be properly included in such cost under sound accounting practice) as evidenced by the invoice presented by Bethlehem with respect to the Bethlehem Equipment (hereinafter called Bethlehem's Cost).

Deposited Cash shall mean the aggregate of (a) the proceeds from the sale of the Trust Certificates deposited with the Trustee pursuant to Section 2.01 and, when required or indicated by the context, any Investments (and the proceeds thereof) purchased by the use of such proceeds pursuant to the provisions of Section 8.04, and (b) any sums restored to Deposited Cash from rentals pursuant to Section 4.04(1) and on deposit with the Trustee.

Equipment shall mean the new standard gauge railroad rolling stock described in Schedule I hereto.

Event of Default shall mean any event specified in Section 5.01 to be an Event of Default.

The word holder, when used with respect to Trust Certificates, shall mean the registered holder thereof and shall include the plural as well as the singular number.

Investments shall mean (i) direct obligations of the United States of America or any agencies thereof or obligations for which the faith of the United States of America is pledged to provide for the payment of principal and interest or (ii) commercial paper of any company incorporated and doing business under the laws of the United States of America or one of the States thereof rated P1 or P2 by Standard & Poor's Corporation or its successor or (iii) certificates of deposit of commercial banks, including those of the Trustee, in the United States of America having capital and surplus aggregating at least \$25,000,000, in each case maturing in not more than one year from the date of such investment.

Lease shall mean the Lease dated as of October 15, 1973, between the Company and the Lessee substantially in the form of Annex B hereto.

Lessee shall mean Canadian Pacific Limited, a Canadian corporation, the lessee under the Lease, and its successors and assigns.

Lessee's Certificate shall mean a certificate signed by the President, any Vice President, the Treasurer or the Secretary, the Assistant Secretary or the Deputy Secretary of the Lessee.

Manufacturers shall mean Marine Industries Limited, a Canadian corporation, the manufacturer and seller under Manufacturing Agreement No. 1 (herein sometimes called Marine) and Bethlehem Steel Corporation, a Delaware corporation, the manufacturer and seller under Manufacturing Agreement No. 2 (herein sometimes called Bethlehem).

Manufacturing Agreements shall mean Manufacturing Agreement No. 1 dated as of October 15, 1973, among the Company, the Lessee and Marine, substantially in the form of Annex A-1 hereto (herein sometimes called Manufacturing Agreement No. 1) and Manufacturing Agreement No. 2, dated as of October 15, 1973, among the Company, the Lessee and Bethlehem substantially in the form of Annex A-2 hereto (herein sometimes called Manufacturing Agreement No. 2).

Marine Equipment shall mean the Equipment defined and accepted under Manufacturing Agreement No. 1.

Officer's Certificate shall mean a certificate signed by the President, any Vice President or any Assistant Vice President of the Company.

Opinion of Counsel shall mean an opinion in writing signed by legal counsel who shall be satisfactory to the Trustee and who may be an employee of the Company or the Lessee. The acceptance by the Trustee of, and its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Trustee.

Purchase Agreement shall mean the Purchase Agreement dated as of October 15, 1973 among the Company and the Purchaser named in Annex I thereto.

Purchaser shall mean the Purchaser named in Annex I to the Purchase Agreement.

Request shall mean a written or telegraphic request for the action therein specified received by the Trustee in the case of the written request at least two Business Days prior to the time the action requested thereby is to be taken and signed on behalf of the Company by the President, any Vice President or any Assistant Vice President of the Company.

Trust Certificates shall mean the 9% Equipment Trust Certificates, Due April 15, 1989 (Secured by Canadian Pacific Limited Lease Obligations), issued hereunder.

Trust Equipment shall mean all Equipment at any time subject to the terms of this Agreement.

Trustee shall mean Inter National Bank of Miami, a national banking association, and, subject to the provisions of Article Eight, any successor as trustee hereunder.

The words herein, hereof, hereby, hereto, hereunder and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

ARTICLE TWO

Trust Certificates and Issuance Thereof

Section 2.01. Issuance of Trust Certificates. An amount equal to the proceeds of the sale of the Trust Certificates, but not less than the aggregate principal amount thereof, shall forthwith be deposited with the Trustee or the Agent.

Thereupon, without waiting for the recording or filing of this Agreement or of any other instrument respecting the Trust Equipment, the Trustee shall issue and deliver, as the Company shall direct by Request, Trust Certificates in the aggregate principal amount so sold.

The aggregate principal amount of Trust Certificates which shall be executed and delivered by the Trustee under this Section shall not exceed the sum of \$3,294,836.55, and the aggregate principal amount represented by all the Trust Certificates shall be payable as hereinafter set forth.

Section 2.02. Interests Represented by Trust Certificates; Interest; Maturity. Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created hereunder, including without limitation the interests of the Trustee in the Trust Equipment, the lease thereof from the Trustee to the Company provided for herein, the Lease, the Assignment, the Consent and the Deposited Cash, and shall have a final maturity of April 15, 1989. The Trust Certificates will bear interest from the date thereof, payable on April 15 and October 15 in each year commencing April 15, 1974, at the rate of 9% per annum, with interest payable on overdue principal and interest as set forth in the Trust Certificates. The first instalment of principal of the Trust Certificates shall be payable on October 15, 1974, and subsequent instalments shall be payable semiannually thereafter on each April 15 and October 15 to and including April 15, 1989, each such date being hereinafter called a Payment Date. The principal amount of the Trust Certificates payable on each of the 30 semiannual Payment Dates shall be calculated on such a basis that the aggregate of the principal and interest payable on each Payment Date shall be

substantially equal and such 30 instalments of principal and interest will completely amortize the principal of and interest on the Trust Certificates. The Company will furnish to the Trustee and each Purchaser a schedule showing the respective amounts of principal and interest payable on each Payment Date.

The principal of and interest on the Trust Certificates shall be payable (a) at the Corporate Trust Office, in such coin or currency of the United States of America as, at the time payable, shall be legal tender for the payment of public and private debts, but (b) only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions hereof. Notwithstanding the provisions of clause (a) of the preceding sentence of this paragraph, in the case of payments of principal and interest to be made on a Trust Certificate not then to be paid in full, upon request and deposit with the Trustee of an agreement of the holder of such Trust Certificate (the responsibility of such holder to be satisfactory to the Company) obligating such holder, prior to any transfer or other disposition thereof, to surrender the same to the Trustee for notation thereon of the instalments of principal amount represented thereby theretofore paid in whole or in part, the Trustee will mail its check on the Business Day preceding the date each such payment is due to such registered holder at his address shown on the registry books maintained by the Trustee; provided, however, that this sentence shall not apply to the Purchaser so long as it is a holder of Trust Certificates, and the Trustee shall make payments of principal and interest to it at its "home office" address set forth in Annex I to the Purchase Agreement by mailing its check as aforesaid or, if requested in writing by the Purchaser so to do, by bank wire.

Section 2.03. Form of Trust Certificates. The Trust Certificates shall be in substantially the form hereinbefore set forth.

Section 2.04. Execution by Trustee. The Trust Certificates shall be signed in the name and on behalf of the Trustee by the manual or facsimile signature of one of its Authorized Officers and its corporate seal or a facsimile thereof shall be affixed or imprinted thereon and attested by the manual signature of one of its Authorized Officers. In case any officer of the Trustee whose signature, whether facsimile or not, shall appear on any of the Trust Certificates shall cease to be such officer of the Trustee before the Trust Certificates shall have been issued and delivered by the Trustee or shall not have been acting in such capacity on the date of the Trust Certificates, such Trust Certificates may be adopted by the Trustee and be issued and delivered as though such person had not ceased to be or had then been such officer of the Trustee.

Section 2.05. Characteristics of Trust Certificates.

(a) The Trust Certificates shall be registered, as to both principal and interest, in the name of the holder; shall be (i) transferable on the books of the Trustee in whole or in part and (ii) exchangeable for Trust Certificates of other denominations of equal aggregate outstanding principal amount, upon presentation and surrender thereof for registration of transfer or exchange at the Corporate Trust Office, accompanied, in the case of registration of transfer, by appropriate instruments of transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee, provided, however, that no Trust Certificate shall be issued in a principal amount less than \$10,000 except in the case of the transfer or exchange of a Trust Certificate which at the time is in an unpaid principal amount of less than \$10,000; each Trust Certificate shall be dated as of the date of issue unless issued in exchange for another Trust Certificate or Certificates bearing unpaid interest from an earlier date, in which case they shall be dated as of such earlier date; and each Trust Certificate shall entitle the registered holder to interest from the date thereof. The Trustee shall, if any prepayment shall theretofore have been made pursuant to Section 3.01 or 4.07, attach to each Trust Certificate issued upon registration of transfer or exchange a revised schedule of payments of principal and interest as provided in Sections 3.01 and 4.07.

(b) Anything contained herein to the contrary notwithstanding, the parties hereto may deem and treat the registered holder of any Trust Certificate as the absolute owner of such Trust Certificate for all purposes and shall not be affected by any notice to the contrary.

(c) The Trustee shall cause to be kept at the Corporate Trust Office books for the registration and registration of transfer of the Trust Certificates and, upon presentation of the Trust Certificates for such purpose, the Trustee shall register any transfer as hereinabove provided, and under such reasonable regulations as it may prescribe.

(d) For any registration, registration of transfer or exchange, the Trustee shall require payment by the person requesting same of a sum sufficient to reimburse it for any governmental charge connected therewith.

(e) Each Trust Certificate delivered pursuant to any provision of this Agreement in exchange for, or upon the registration of transfer of the whole or any part, as the case may be, of one or more other Trust Certificates, shall carry all the rights to principal and to interest accrued and unpaid and to accrue, which were carried by the whole or such part, as the case may be, of such one or more other Trust Certificates, and, notwithstanding anything contained in this Agreement, the Trust

Certificates shall be so dated that neither gain nor loss in interest or principal shall result from such exchange, substitution or registration of transfer.

(f) The Trustee shall not be required to issue, register the transfer of or exchange any Trust Certificates for a period of ten Business Days next preceding any interest payment date.

Section 2.06. Replacement of Lost Trust Certificates. In case any Trust Certificate shall become mutilated or defaced or be lost, destroyed or stolen, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate of like tenor and date, and bearing such identifying number or designation as the Trustee may determine, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate, or in lieu of and in substitution for the same if lost, destroyed or stolen. The applicant for a new Trust Certificate pursuant to this Section shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss, destruction or theft of such Trust Certificate alleged to have been lost, destroyed or stolen and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or stolen Trust Certificate, and also shall furnish a letter of indemnity in the case of the Purchaser or, if other than the Purchaser, such security or indemnity as may be required by the Trustee and by the Company in their discretion, and shall pay all expenses and charges of such substitution or exchange. All Trust Certificates are held and owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive in respect of the replacement of mutilated, defaced, lost, destroyed or stolen Trust Certificates and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

ARTICLE THREE

Acquisition of Trust Equipment by Trustee; Deposited Cash

Section 3.01. Acquisition and Exclusion of Equipment; Application of Deposited Cash. The Company hereby agrees to cause to be sold, assigned and transferred to the Trustee as Trustee for the holders of the Trust Certificates, all the Trust Equipment described in Schedule I hereto and in pursuance thereof shall cause the applicable Manufacturer to deliver bills of sale therefor directly to the Trustee as provided in the applicable Manufacturing Agreement; provided, however, that any Equipment not accepted pursuant to Section 4.02 and settled for pursuant to this Article Three before April 15, 1974, shall be excluded from this Agreement and not included in the term Trust Equipment. In the event of any such exclusion, the Company and the Trustee shall execute an agreement supplemental hereto limiting this

Agreement to the Trust Equipment theretofore accepted and settled for hereunder.

In the event that it is anticipated that on (i) April 15, 1974 (ii) the final date of settlement for Equipment pursuant to this Article Three or (iii) the date of any Event of Default (as defined in Section 5.01 hereof) as to which the Trustee has actual knowledge (the earliest of said dates being hereinafter called the Cut-Off Date) any Deposited Cash shall remain in the possession of the Trustee, the Trustee shall so notify each holder of Certificates to whom a prepayment is to be made as provided below at least five business days preceding the Cut-Off Date, (or as promptly as possible if the Cut-Off Date shall be prior to April 15, 1974, by reason of the event described in clause (iii) above) and, on the Cut-Off Date, (or as promptly as possible if the Cut-Off Date shall be prior to April 15, 1974, by reason of the event described in clause (iii) above) shall (a) sell all Investments then held by it as soon as practicable and (b) apply Deposited Cash to the pro rata prepayment, in New York Clearing House funds, of each instalment of principal remaining unpaid on the Trust Certificates (in proportion to the principal amount represented by each such instalment), each of the holders of the Trust Certificates to share proportionately in such prepayment. Thereupon within 30 days after receipt of written request therefor from the Trustee the Company will promptly furnish or cause to be furnished to the Trustee a revised schedule of payments of principal thereafter to be made hereunder calculated as provided in Section 2.02, and the Trustee agrees to provide each holder of any outstanding Trust Certificate so prepaid a copy of such schedule.

Section 3.02. Payment of Deposited Cash. From time to time, when and as any of the Equipment shall have become subject to the terms and provisions hereof as provided in Section 4.02, the Trustee shall upon Request (subject to the provisions of Section 3.04 and the Company's making payment as contemplated by the provisions of Section 3.03) (at the direction of the Agent, in the case of the Marine Equipment only) pay to the Manufacturer thereof, out of Deposited Cash then held by the Trustee an amount not in excess of 70.8567% of the aggregate Cost thereof as specified in the certificate furnished to the Trustee pursuant to Section 3.04(b). Anything contained in this Agreement to the contrary notwithstanding, the Trustee shall have no duty to make any payment to either Manufacturer pursuant to this Section prior to the Deposit Date (as defined in the Purchase Agreement), or in the event that on the Deposit Date the aggregate principal amount of Trust Certificates to be sold on such Deposit Date shall not have been purchased by the Purchaser.

Section 3.03. Payment of Deficiency. The Company covenants that, contemporaneously with any payment by the Trustee pursuant to Section 3.02 hereof with respect to any Trust Equipment, but

subject to the provisions of Article 4 of each Manufacturing Agreement, it will pay (at the direction of the Agent, in the case of Marine's Cost) to each Manufacturer that portion of Marine's Cost or Bethlehem's Cost, as the case may be, of the delivered Marine Equipment or Bethlehem Equipment, as the case may be, not paid out of Deposited Cash as provided for in Section 3.02 hereof. It is understood and agreed, however, that, as provided in Article 3 of each Manufacturing Agreement, unless the Company shall otherwise agree the total Cost of the Trust Equipment shall not exceed \$4,650,000 (U.S.).

Section 3.04. Supporting Papers. The Trustee shall pay out any Deposited Cash pursuant to Section 3.02 with respect to any Trust Equipment only if the Trustee shall have received, in form and substance satisfactory to it and its counsel:

(a) one or more duly executed Certificates of Acceptance (as defined in the Lease) with respect to the Marine Equipment or the Bethlehem Equipment, as the case may be, certifying that the Trust Equipment described and specified therein has been delivered and accepted as provided under the Lease and has been marked in accordance with the provisions of Section 4.06 hereof;

(b) an invoice or invoices from Marine or Bethlehem, as the case may be, and a Lessee's Certificate which shall state that such Trust Equipment is Marine Equipment or Bethlehem Equipment as herein defined (having been first put into service no earlier than the date of delivery to and acceptance by the Lessee, as agent for the Trustee) and that an amount specified therein is the actual Cost thereof, together with evidence of payment of the amount to be paid pursuant to Section 3.03 hereof;

(c) a bill or bills of sale for such Trust Equipment from Marine or Bethlehem, as the case may be, to the Trustee, which bill or bills of sale shall contain a warranty or guaranty to the Trustee and to the Company that at the time of delivery Marine or Bethlehem, as the case may be, had legal title to the Marine Equipment or Bethlehem Equipment described therein and good and lawful right to sell the same and that the title thereto was, at the time of such delivery, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement or the applicable Manufacturing Agreement or as permitted by Section 6.01 hereof and except for the rights of the Lessee under the Lease;

(d) an opinion of counsel for the Lessee, dated the date of such payment of Deposited Cash, addressed to the Trustee to the effect set forth in Section 13 of the Lease and set forth in clause (h) of this Section 3.04 and that such Trust

Equipment has come under and is subject to the Lease, in which opinion counsel may rely on the opinion of counsel for the appropriate Manufacturer referred to in subsection (e) below, and on the opinion of counsel for the Company referred to in subparagraph (b) of Paragraph 5 of the Purchase Agreement, as to the matters set forth therein;

(e) an opinion of counsel for the appropriate Manufacturer, dated the date of such payment of Deposited Cash, addressed to the Trustee to the effect (i) that such bill or bills of sale have been duly authorized, executed and delivered and that such bill of sale or bills of sale are valid and effective to vest in the Trustee all the right, title and interest of the Manufacturer in and to the Trust Equipment described therein and that, except for the rights of the Lessee under the Lease and that, at the time of delivery of such Trust Equipment hereunder and under the Lease, such Manufacturer had legal title thereto free from all claims, liens, security interest or other encumbrances except as created by this Agreement, the applicable Manufacturing Agreement, or as permitted by Section 6.01 hereof and except for the rights of the Lessee under the Lease, (ii) that the applicable Manufacturing Agreement has been duly authorized, executed, acknowledged and delivered by such Manufacturer and is a legal, valid and binding instrument enforceable against such Manufacturer in accordance with its terms except as enforcement of the same may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally from time to time in effect and (iii) the Trust Equipment is free from all claims, liens, security interests or other encumbrances arising under the applicable Manufacturing Agreement;

(f) an opinion of Messrs. McCarthy & McCarthy, special Canadian counsel, for the Purchaser and the Trustee on or before the date of such payment of Deposited Cash, addressed to the Trustee and the Company stating that

(i) this Agreement, the Lease and the Assignment (including the Consent) have been deposited in the office of the Registrar General of Canada and notice of such deposit has been duly published in the Canada Gazette in accordance with Section 86 of the Railway Act of Canada, and no further act, filing, recording or deposit (or giving of notice) is required in order fully to protect in Canada or any Province or Territory thereof the rights of the Company and the Trustee under the Lease and the Assignment (including the Consent) against any and all subsequent purchasers or mortgagees from the Lessee and/or from creditors of the Lessee,

(ii) the Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of Canada, with adequate corporate power to enter into the Lease, the Consent and the Manufacturing Agreements,

(iii) the Lease, the Consent and the Manufacturing Agreements have been duly authorized, executed and delivered by the Lessee and constitute legal and valid agreements binding upon the Lessee and enforceable against the Lessee in accordance with their terms, and

(iv) no approval is required from any governmental ministry or agency or public regulatory body in Canada with respect to the entering into or performance of the Lease, the Consent and the Manufacturing Agreements, by the Lessee, or if required, such approval (which shall be specifically described) has been duly obtained; and

(g) a signed copy, addressed to the Trustee, of the opinion of Messrs. Cravath, Swaine & Moore required under Paragraph 5(a) of the Purchase Agreement; and

(h) a certificate of the chief financial officer of the Lessee, dated the date of such payment of Deposited Cash, stating that the Trust Equipment referred to in subparagraph (a) above is free and clear of all claims, liens, security interests or other encumbrances of any nature arising out of any actions or omissions of the Lessee except as created by the applicable Manufacturing Agreement and the rights of the Lessee under the Lease.

ARTICLE FOUR

Lease of Trust Equipment to the Company;

Limitation of Liability

Section 4.01. Lease of Trust Equipment. The Trustee does hereby let and lease to the Company, from and after the date of acceptance thereof hereunder to April 15, 1989, each unit of the Trust Equipment.

Section 4.02. Equipment Automatically Subjected. As and when the Equipment shall from time to time be accepted by the Company under the Manufacturing Agreements as evidenced by a Lessee's Certificate of Acceptance referred to in Section 3.04(a) hereof, the same shall be deemed accepted hereunder and shall, ipso facto and without further instrument or lease, transfer or acceptance, pass under and become subject to all the terms and provisions hereof.

Section 4.03. General Limitation of Liability.

Notwithstanding any other provision or implication of this Agreement (including but not limited to any provision of Articles 5 and 6 hereof) it is understood and agreed by the Trustee that the liability of the Company for all payments to be made by it under and pursuant to this Agreement or for any claims (other than the payments called for by Section 3.03 hereof) based on any provision of this Agreement (including without limitation any claim based on breach of the obligation of the Company under Sections 4.06, 4.07, 4.09 and 4.10 hereof) with the exception only of the payments to be made pursuant to Section 3.03 shall not exceed an amount equal to and shall be payable only out of "the income and proceeds from the Trust Equipment" and such payments shall be made by the Company only to the extent that the Company (which term as used in this paragraph includes the Trustee to the extent payments under the Lease are made to the Trustee as contemplated therein and any assignee of the Company) shall have actually received sufficient "income or proceeds from the Trust Equipment" to make such payments. Except as provided in the next preceding sentence, the Trustee agrees that the Company shall have no personal liability to make any payments or discharge any claims (other than a claim based on Section 3.03 and 4.08 hereof) due or arising under this Agreement whatsoever except from the "income and proceeds from the Trust Equipment" to the extent actually received by the Company as provided. In addition, the Trustee agrees that the Company (i) makes no representation or warranty and is not responsible for the due execution validity or enforceability of the Lease or any document relating thereto (except for the due authorization, execution and delivery thereof by the Company) or of any of the Lessee's obligation thereunder, (ii) makes no representation or warranty as to title to or other condition of the Trust Equipment and (iii) shall have no obligation or liability whatsoever to see to or be responsible for the performance by the Lessee of any of its agreements, representations, indemnities, obligations or other undertakings under the Lease, it being understood that as to all such matters the Trustee will look solely to the Trustee's rights under this Agreement and the Assignment against the Lessee and the Trust Equipment and to the Trustee's rights under the Lease against the Lessee and the Trust Equipment. As used herein the term "income and proceeds from the trust equipment" shall mean (i) if an Event of Default (as defined in Section 5.01 hereof) shall have occurred and while it shall be continuing so much of the following amount as are indefeasibly received by the Company at any time after any such Event of Default and during the continuance thereof all amounts payable under or in respect of the Lease including without limitation: (a) all amounts of rentals (excluding amounts paid to the account of the Lessor pursuant to Section 5, Section 9(b)(iii) and (iv) (but not in excess of the amount of the investment of the Lessor in the Cost of the Equipment) and subsection A, C and D of Section 14 of the Lease)

and all amounts in respect of Casualty Occurrences (as hereinafter defined in Section 4.07 hereof) paid for or with respect to the Trust Equipment pursuant to the Lease, (b) any and all payments or proceeds received by the Company pursuant to clause (i) of subparagraph (b) of Section 9 of the Lease or for or with respect to the Trust Equipment as the result of the sale, lease or other disposition thereof, after deducting all costs and expenses of such sale, lease or other disposition, and (c) all amounts received by the Company pursuant to Section 18 of the Lease; and (ii) at any other time only that portion of the amounts referred to in the foregoing clauses (a), (b) and (c) or otherwise payable to the Company pursuant to the Lease as are indefeasibly received by the Company and as shall equal the rental payments specified in the first paragraph of Section 4.04 and payments in respect of Casualty Occurrences due and payable by the Company on the date (or next succeeding Business Day) such amounts received by the Company were required to be paid to it pursuant to the Lease or as shall equal any other payment then due and payable under this Agreement; it being understood that "income and proceeds from the Trust Equipment" shall in no event include amounts referred to in the foregoing clauses (a), (b) and (c) which were received by the Company prior to the existence of such an Event of Default which exceeded the amounts required to make the rental payments specified in the first paragraph of Section 4.04 and payments in respect of Casualty Occurrences due and payable by the Company on the date (or the next succeeding Business Day) on which amounts with respect thereto received by the Company were required to be paid to it pursuant to the Lease or which exceeded any other payments due and payable under this Agreement at the time such amounts were payable under the Lease. It is further specifically understood and agreed that nothing contained herein limiting the liability of the Company shall derogate from the right of the Trustee to proceed against the Trust Equipment as provided for herein for the full unpaid principal amount of the Trust Certificates and interest thereon and any other amounts due and payable hereunder.

Section 4.04. Rental Payments. The Company hereby accepts the lease of all the Trust Equipment; and the Company covenants and agrees to pay to the Trustee at the Corporate Trust Office (or, in the case of taxes, to the proper taxing authority), in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, rental hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable (whether or not any of such items shall become due and payable prior to the delivery and lease to the Company of any of the Trust Equipment and notwithstanding that any of the Trust Certificates shall have been acquired by the Company or any Affiliate of the Company or shall not have been presented for payment):

(1) from time to time upon demand of the Trustee an amount equal to (a) any expenses incurred in connection with any purchase, sale or redemption by the Trustee of Investments and (b) any loss of principal (including interest accrued thereupon at the time of purchase) incurred in connection therewith;

(2) from time to time upon demand of the Trustee any and all taxes, assessments and governmental charges upon or on account of the income or property of the trust, or upon or on account of this Agreement, which the Trustee as such may be required to pay;

(3) (a) on the Cut-Off Date, an amount equal to interest at the rate of 9% on the amount, if any, paid to the holders of the Trust Certificates on said date from the date or dates of the applicable Trust Certificates to the Cut-Off Date, (b) except as provided in the foregoing clause (a) the amounts of the interest payable on the Trust Certificates, when and as the same shall become due and payable, and (c) interest, at the rate of 10% per annum from the due date, upon the amount of any instalments of interest or principal payable under this and the following subparagraph which shall not be paid when due, to the extent legally enforceable; and

(4) the instalments of principal on the Trust Certificates when and as the same shall become due and payable (whether upon the date of maturity thereof or by declaration or otherwise).

Nothing herein or in the Trust Certificates contained shall be deemed to impose on the Trustee or on the Company any obligation to pay to the holder of any Trust Certificate any tax, assessment or governmental charge required by any present or future law of the United States of America or of any state, county, municipality or other taxing authority thereof to be paid in behalf of, or withheld from the amount payable to, the holder of any Trust Certificate except to the extent that the holder of any Trust Certificate shall be indemnified with respect to any such tax, assessment or governmental charge and the Trustee or the Company shall receive payment of such indemnity for the account of such holder. The Company shall not be required to pay any tax, assessment or governmental charge pursuant to subparagraph (2) of this Section 4.04 so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof, unless in the judgment of the Trustee the rights or interests of the Trustee or of the holders of the Trust Certificates may be materially endangered thereby.

Section 4.05. Discharge of Lease. It is understood that the transfer to the Trustee of the Trust Equipment pursuant to this Agreement is being made solely to secure the performance by the

Company of its obligations under this Agreement and that beneficial ownership in and to the Trust Equipment shall be and remain in the Company subject to compliance by the Company with all of its obligations under this Agreement. Accordingly, after all payments due or to become due from the Company hereunder shall have been completed and fully made to or for the account of the Trustee and the Company shall have performed all of its other obligations hereunder, (1) such payments shall be deemed to represent the discharge in full of the Trustee's interest in the Trust Equipment at such time, (2) any moneys remaining in the hands of the Trustee after providing for all outstanding Trust Certificates and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid to the Company, (3) full title to all the Trust Equipment shall vest in the Company and (4) the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon public records the Company's full title to all the Trust Equipment and the Company's full right, title and interest as Lessor under the Lease under the laws of any jurisdiction; provided, however, that until that time the Trustee shall retain a security interest in and to all the Trust Equipment, notwithstanding the possession and use thereof by, and the lease of the Trust Equipment to, the Company pursuant to the terms of this Agreement.

Section 4.06. Marking of Trust Equipment. The Company agrees that it will cause each unit of the Trust Equipment to be kept numbered with the identifying number set forth in Schedule I hereto and will keep and maintain plainly, distinctly, permanently and conspicuously marked on each side of such unit in letters not less than one inch in height, the following words:

"OWNED BY A CORPORATION, BANK OR TRUST COMPANY SUBJECT TO AN EQUIPMENT TRUST AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20C"

or other appropriate words designated by the Trustee, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Trustee to such unit and the rights of the Company and the Trustee under this Agreement. The Company will not place or permit any unit of the Trust Equipment to be placed in operation or exercise any control or dominion over the same until such words shall have been so marked on both sides thereof and will replace or cause to be replaced promptly any such words which may be removed, defaced or destroyed. The Company will not permit the identifying number of any unit of the Trust Equipment to be changed except in accordance with a statement of new identifying numbers to be substituted therefor, which statement previously shall have been filed with the Trustee by the Company and filed,

recorded or deposited in all public offices where this Agreement will have been filed, recorded or deposited.

Except as above provided, the Company will not allow the name of any person, association or corporation to be placed on the units of the Trust Equipment as a designation that might be interpreted as a claim of legal ownership; provided, however, that the Company may cause the Trust Equipment to be lettered with the names, initials or other insignia customarily used by the Lessee on railroad equipment used by it of the same or a similar type for convenience of identification of its right to use the Trust Equipment under the Lease, and the Trust Equipment may be lettered in an appropriate manner for convenience of identification of the interest of the Company therein.

Section 4.07. Maintenance of Trust Equipment; Casualty Occurrences; Annual Report. The Company agrees that it will maintain or cause to be maintained and keep or cause to be kept all the Trust Equipment in good order and repair at no cost or expense to the Trustee, unless and until it becomes worn out, lost, stolen, completely destroyed or damaged beyond economic repair, from any cause whatsoever or taken or requisitioned by condemnation or otherwise (such occurrences being hereinafter called a Casualty Occurrence).

Whenever any unit of the Trust Equipment shall suffer a Casualty Occurrence the Company shall, promptly after it is informed of a Casualty Occurrence under the Lease, notify the Trustee in writing with respect thereto. On April 15 or October 15 next succeeding such notice by the Company (or, in the event such April 15 or October 15 shall occur within 15 days after notice of such Casualty Occurrence is given by the Lessee to the Company on the following April 15 or October 15 if the Lessee exercises its option to defer such payment under Section 6 of the Lease) the Company shall deposit with the Trustee an amount in cash equal to the value of such unit as of such April 15 or October 15 and, upon such payment, the title of the Trustee to such unit shall terminate and full title to such unit shall vest in the Company. The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of such Casualty Occurrence. For all purposes of this paragraph, value shall be set forth in an Officer's Certificate and shall be determined as follows (and the manner of such determination shall be set forth in such Officer's Certificate):

The value of any unit of Trust Equipment having suffered a Casualty Occurrence shall be deemed to be 70.8567% of the Cost thereof as theretofore certified to the Trustee, less an amount equal to the aggregate of payments of rental theretofore made pursuant to Section 4.04(4) applicable to such unit. Rentals paid pursuant to Section 4.04(4) shall be

deemed to be applied pro rata to each unit on each rental payment date in the same proportion as the Cost of such unit bears to the aggregate Cost of all units of Trust Equipment hereunder on such date.

Cash deposited with the Trustee pursuant to this Section 4.07 shall be applied to the pro rata prepayment on such date of each instalment of principal remaining unpaid on the Trust Certificates (in proportion to the principal amount represented by each such instalment), each of the holders of the Trust Certificates to share proportionately in such prepayment. The Company will promptly furnish to the Trustee and each of the holders of outstanding Trust Certificates a revised schedule of payments of principal thereafter to be made, calculated as provided in Section 2.02.

On or before April 1 in each year, commencing with the year 1975, the Company will furnish or cause to be furnished to the Trustee, in such number of counterparts or copies as may reasonably be requested an accurate statement (1) showing as of the preceding December 31, the amount, description and numbers of all units of the Trust Equipment that may have suffered a Casualty Occurrence whether by accident or otherwise during the preceding calendar year (or since the date of this Agreement in the case of the first such statement), and such other information regarding the condition and state of repair of Trust Equipment as the Trustee may reasonably request, (2) identifying the units of Trust Equipment then subject to the Lease, and (3) stating that, in the case of all units of Trust Equipment repaired or repainted during the period covered by such statement, the markings required by Section 4.06 have been preserved or replaced.

Section 4.08. Possession of Trust Equipment. So long as the Company shall not be in default under this Agreement, the Company shall be entitled to the possession and use of the Trust Equipment and also to enter into the Lease which shall be subject and subordinate to this Agreement and to permit the Trust Equipment to be used as provided therein; provided, however, that the Lease shall forthwith be assigned to the Trustee as security for the obligations of the Company hereunder pursuant to the Assignment.

Neither the Company nor the Trustee may assign and/or transfer any or all of its rights under this Agreement and/or any or all of its rights to any of the Trust Equipment to any person, without the consent of the holders of all the Trust Certificates, or enter into any amendment of the Lease, this Agreement or the Assignment, except as provided in Sections 6 and 20 of the Lease or in Article Eight hereof.

Section 4.09. Compliance With Laws and Rules; Additions; Indemnity. The Company covenants and agrees to comply in all

respects with all laws of the jurisdictions in which operations involving any unit of the Trust Equipment may extend, with the Interchange Rules of the Association of American Railroads, if applicable, and with all lawful rules of any legislative, executive, administrative or judicial body or officer exercising any power or jurisdiction over any unit of the Trust Equipment, to the extent such laws and rules affect the operations or use of such unit; and the Company agrees to cause to be indemnified and held harmless the Trustee from any and all liabilities that may arise from any infringement or violation of any such laws or rules by the Company, or the Company's employees, or any other person. In the event that such laws or rules require the alteration of any such unit of the Trust Equipment, the Company will cause such unit to be conformed therewith and will cause the same to be maintained in proper condition or operation under such laws and rules; provided, however, that the Company or the Lessee may in good faith contest the validity or application of any such law or rule in any reasonable manner which does not in the opinion of the Trustee adversely affect the property or rights of the Trustee or of the holders of the Trust Certificates hereunder.

Any and all additions to any unit of the Trust Equipment and any and all parts installed on or replacements made thereto by the Company or the Lessee shall be considered accessions to such unit (except such additions or parts as are not included in the Cost of the Equipment and can be removed without damage to and without impairing the originally intended function or use of such unit and without cost or expense to the Trustee) and the same shall immediately be vested in the Trustee.

The Company agrees to cause to be indemnified and held harmless the Trustee against any charge or claim made against the Trustee, and against any expense, loss or liability (including but not limited to counsel fees and expenses, patent liabilities, penalties and interest) which the Trustee may incur in any manner by reason of issuing the Trust Certificates or of entering into or performing this Agreement or any of the instruments referred to herein or contemplated hereby or which may arise in any manner out of the ownership of any unit of the Trust Equipment while subject to this Agreement, and to cause to be indemnified and held harmless the Trustee against any charge, claim, expense, loss or liability on account of any accident in connection with the operation, use, condition, possession or storage of such unit of the Trust Equipment resulting in damage to property or injury or death to any person. The indemnities contained in this paragraph shall survive payment of all other obligations under this Agreement or the termination of this Agreement.

Section 4.10. Taxes. All payments to be made by the Company hereunder will be free of expense to the Trustee for collection or other charges and will be free of expense to the Trustee with

respect to the amount of any local, state, provincial or federal Canadian or United States taxes (other than net income, gross receipts, excess profits and similar taxes imposed on the Trustee in connection with the execution of its duties under this Agreement), assessments or license fees (and any charges, fines or penalties in connection therewith) (hereinafter called "impositions") hereafter levied or imposed upon or in connection with or measured by this Agreement or any of the instruments or agreements referred to herein or contemplated hereby or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof, all of which impositions the Company assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Company will also pay or cause to be paid promptly all impositions which may be imposed upon any unit of the Trust Equipment or for the use or operation thereof or upon the earnings arising therefrom or upon the Trustee solely by reason of its interest therein, and any and all impositions upon or on account of the trust created by this Agreement, or the instruments or agreements referred to herein or contemplated hereby, and will keep at all times all and every part of such unit free and clear of all impositions which might in any way affect the interest of the Trustee or result in a lien upon or encumbrance upon such unit and will supply the Trustee with a receipt or other evidence of such payment satisfactory to the Trustee; provided, however, that the Company shall be under no obligation to pay any impositions so long as it or the Lessee is contesting in good faith and by appropriate legal proceedings such impositions and the non-payment thereof does not, in the opinion of the Trustee, adversely affect the property or rights of the Trustee hereunder or of the holders of the Trust Certificates. If any impositions shall have been charged or levied against the Trustee directly and paid by the Trustee, the Company shall reimburse the Trustee, on presentation of invoice therefor.

In the event any reports with respect to impositions are required to be made on the basis of individual units of the Trust Equipment the Company will either make or cause to be made such reports in such manner as to show the interest of the Trustee in such units or will notify the Trustee of such requirement and will make or cause to be made such reports in such manner as shall be satisfactory to the Trustee.

In the event that, during the continuance of this Agreement, the Company becomes liable for the payment or reimbursement of any impositions, pursuant to this Section 4.10, such liability shall continue, notwithstanding the expiration of the term of this Agreement, until all such impositions are paid or reimbursed by the Company.

Nothing in this Section 4.10 contained shall be deemed to alter or diminish in any manner whatsoever any indemnity provided in Section 5 or Section 14 of the Lease.

ARTICLE FIVE

Events of Default and Remedies

Section 5.01. Events of Default. The Company covenants and agrees that in case:

(a) the Company shall default in the payment of any part of the rental payable hereunder for more than 10 days after the same shall have become due and payable, or

(b) the Company shall make or suffer any unauthorized assignment or transfer of its rights hereunder or under the Lease or enter into any amendment, modification or termination of the Lease without the prior written consent of the Trustee; or

(c) the Company shall, for more than 35 days after the Trustee shall have demanded in writing performance thereof, fail or refuse to comply with any other of the terms and covenants hereof or of the Assignment on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance, or

(d) an Event of Default shall occur under Section 9 of the Lease (provided that the Trustee may at the request of the holders of not less than 51% of the outstanding aggregate principal amount of Trust Certificates waive any such Event of Default and its consequences and rescind and annul any notice of termination of the Lease by notice to the Company and the Lessee in writing to such effect and thereupon the respective rights of the parties shall be as they would have been if no such Event of Default had occurred and no notice of termination of the Lease had been made or given; provided, further, however, that (i) if there has been no entry of any judgment, order or decree or any sale or contract of sale of the Equipment, (and the Trustee agrees to give the Company notice prior to instituting any action to obtain any such judgment, order or decree and prior to causing any such sale or entering into any such contract of sale), (ii) if no Event of Default as defined in Section 9(D) of the Lease shall have occurred and be continuing, (iii) if the Company shall have theretofore furnished to the Trustee and the Purchaser (if it shall then be a holder of any outstanding Trust Certificates) its certificate stating that tender (as hereinafter specified) by the Company of full payment of all arrears of interest on and all rental payments as provided in Section 2 of the Lease would not, to the best knowledge and belief of

the Company, adversely affect the rights of the Trustee or the holders of the Trust Certificates or impair the security for the benefit of such holders hereunder and under the Assignment and that such Event of Default is occasioned by a financial condition temporary in nature and not expected to continue until the next semiannual payment as provided in Section 2 of the Lease, and (iv) if the Lessee shall not then be in arrears more than one semiannual payment as provided in Section 2 of the Lease, then, upon tender by the Company of full payment of all arrears of interest on and all semiannual payments then due and payable as provided in Section 2 of the Lease (except such payments which have become due and payable solely by reason of such Event of Default), the Trustee shall waive any such Event of Default and its consequences and rescind and annul any notice of termination of the Lease by notice to the Company and the Lessee and thereupon the respective rights of the parties shall be as they would have been if no such termination of the Lease shall have been made or given), or

(e) a decree or order shall have been entered by a court of competent jurisdiction adjudging the Company bankrupt or insolvent or approving as properly filed a petition seeking reorganization or arrangement of the Company under any law relating to bankruptcy or insolvency, or appointing a receiver for the Trust Equipment or decreeing or ordering the winding up or liquidation of the affairs of the Company, and any such decree or order shall remain in force undischarged and unstayed for a period of 60 days, or

(f) the Company shall institute proceedings to be adjudicated bankrupt or insolvent or shall consent to the institution of bankruptcy or insolvency proceedings against it or shall file a petition or answer or consent seeking reorganization or relief under any law relating to bankruptcy or insolvency or shall consent to the filing of any such petition or shall consent to the appointment of a receiver for the Trust Equipment or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or action shall be taken by the Company in furtherance of any of the aforesaid purposes,

then, in any such case (herein sometimes called an Event of Default), if the same shall then be continuing, the Trustee in its discretion may, and upon the written request of the holders of not less than 33% in principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company, declare to be due and payable forthwith the entire amount of the rentals (except rentals required for the payment of interest accruing after the date of such declaration) payable by the Company as set forth in Section 4.04 and not theretofore

paid. Thereupon the entire amount of such rentals shall forthwith become and shall be due and payable immediately without further demand, together with interest at the rate of 10% per annum, to the extent legally enforceable, on any portion thereof overdue.

In case one or more Events of Default shall happen, and if the same shall then be continuing, the Trustee in its discretion may, and upon the written request of the holders of not less than 33% in principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company, declare the principal of all the Trust Certificates then outstanding to be due and payable, and thereupon the same shall become and be immediately due and payable.

In case the Company shall fail to pay any instalment of rental payable pursuant to Section 4.04(3) or (4) when and as the same shall have become due and payable hereunder, and such default shall have continued for a period of 15 days, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the rentals so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce judgment or final decree against the Company and collect in the manner provided by law out of the property of the Company wherever situated the moneys adjudged or decreed to be payable.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company, or in case a receiver or trustee shall have been appointed for the Trust Equipment, or in case of any other judicial proceedings relative to the Company or the Trust Equipment, the Trustee, irrespective of whether the rental payments hereunder or the principal of the Trust Certificates shall then be due and payable as herein or therein expressed whether by declaration or otherwise and irrespective of whether the Trustee shall have made any demand or declaration pursuant to the provisions of this Section, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the entire amount of the rentals (except rentals required for the payment of interest accruing after the date of such declaration), and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its gross negligence or wilful misconduct) and of the holders of the Trust Certificates allowed in such proceedings and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the holders of the Trust

Certificates and of the Trustee on their behalf; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized by each of the holders of the Trust Certificates to make payments to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to the holders of the Trust Certificates, to pay to the Trustee such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agent, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its gross negligence or wilful misconduct.

All rights of action and to assert claims under this Agreement, or under any of the Trust Certificates, may be enforced by the Trustee without the possession of any of the Trust Certificates or the production thereof on any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the holders of the Trust Certificates. In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Trust Certificates, and it shall not be necessary to make any holders of the Trust Certificates parties to such proceedings.

Notwithstanding any provision in this Section 5.01 to the contrary, the Company shall have the right, for a period of 25 days after the occurrence of an Event of Default under clause (C) of Section 9 of the Lease, provided that there has been no entry of any judgment, order or decree pursuant to the provisions of this Section 5.01 or any sale or contract of sale of the Trust Equipment (and the Trustee agrees to give the Company notice prior to instituting any action to obtain any such judgment, order or decree and prior to causing any such sale or entering into any such contract of sale), to cure any Event of Default referred to in clause (d) of this Section 5.01 arising out of an Event of Default under clause (C) of Section 9 of the Lease, and thereupon the respective rights of the parties hereto shall be as they would have been if no such Event of Default shall have occurred and no declaration, if any, shall have been made by the Trustee under any of the provisions hereof.

Section 5.02. Remedies. Upon the happening of any Event of Default the Trustee may by its agents enter upon the premises of the person having possession of the Trust Equipment and take possession of all or any part of the Trust Equipment and withdraw the same from said premises, retaining all payments which up to that time may have been made on account of rental for the Trust Equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid per diem, mileage or other charges

of any kind earned by the Trust Equipment or any part thereof, and may lease or otherwise contract for the use of the Trust Equipment or any part thereof; or the Trustee may with or without retaking possession (but only after declaring due and payable the entire amount of rentals payable by the Company and the principal of all the outstanding Trust Certificates, as provided in Section 5.01) sell the Trust Equipment or any part thereof, free from any and all claims of the Company at law or in equity, in one lot and as an entirety or in separate lots, at public or private sale, for cash or upon credit, or for part cash and part credit, in its discretion, and may proceed otherwise to enforce its rights and the rights of the holders of then outstanding Trust Certificates, all subject to any mandatory requirements of law applicable hereto. Upon any such sale, the Trustee itself may bid for the property offered for sale or any part thereof. Any such sale may be held or conducted at such place and at such time as the Trustee may specify, or as may be required by law, and without gathering at the place of sale the Trust Equipment to be sold, and in general in such manner as the Trustee may determine, but so that the Company may and shall have a reasonable opportunity to bid at any such sale. After the Trustee has fully exercised its remedies hereunder, the Company shall cease to have any rights or remedies in respect of the Trust Equipment hereunder, and all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company, and no payments theretofore made by the Company for the rent or use of the Trust Equipment or any of it shall give to the Company any legal or equitable interest or title in or to the Trust Equipment or any of it or any cause or right of action at law or in equity in respect of the Trust Equipment against the Trustee or the holders of Trust Certificates hereunder. No such taking possession, withdrawal, lease or sale of the Trust Equipment by the Trustee shall be a bar to the recovery by the Trustee from the Company of rentals then or thereafter due and payable, or of principal and interest in respect of the Trust Certificates, and the Company shall be and remain liable for the same until such sums have been realized as, with the proceeds of the lease or sale of the Trust Equipment, shall be sufficient for the discharge and payment in full of all the obligations of the Company under this Agreement (other than interest not then accrued), whether or not they shall have then matured.

Section 5.03. Application of Proceeds. If the Trustee shall exercise any of the powers conferred upon it by Sections 5.01 and 5.02, all payments made by the Company to the Trustee and the proceeds of any judgment collected from the Company by the Trustee, and the proceeds of every sale or lease by the Trustee of any of the Trust Equipment, together with any other sums which may then be held by the Trustee under any of the provisions hereof (other than sums held in trust for the payment of specific Trust Certificates or a part thereof, or interest thereon) shall be applied by the Trustee to the payment, in the following order

of priority, (a) of all proper charges, expenses or advances made or incurred by the Trustee in accordance with the provisions of this Agreement and (b) of the interest then due, with interest on overdue interest at the rate of 10% per annum to the extent legally enforceable, and of the principal of all the outstanding Trust Certificates, with interest thereon at the rate of 10% per annum to the extent legally enforceable from the date of default, whether such Trust Certificates shall have then matured by their terms or not, all such payments to be in full if such proceeds shall be sufficient, and if not sufficient, then pro rata without preference between principal and interest.

After all such payments shall have been made in full, the interests of the Trustee to any of the Trust Equipment remaining unsold shall be conveyed by the Trustee to the Company free from any further liabilities or obligations to the Trustee hereunder. If after applying all such sums of money realized by the Trustee as aforesaid there shall remain any amount due to the Trustee under the provisions hereof (hereinafter called the Deficiency) the Company agrees to pay the amount of the Deficiency to the Trustee, upon demand; and if the Company shall fail to pay the Deficiency, the Trustee may bring suit therefor and shall be entitled to recover judgment therefor against the Company. If after applying as aforesaid the sums of money realized by the Trustee there shall remain a surplus in the possession of the Trustee, such surplus shall be paid to the Company.

Section 5.04. Waivers of Default. Prior to the declaration of the acceleration of the maturity of the rentals and of the maturity of all the Trust Certificates as provided in Section 5.01, the holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding may on behalf of the holders of all the Trust Certificates waive any past default and its consequences, except a default in the payment of any instalment of rental payable pursuant to Section 4.04(3) or (4), but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

If at any time after the principal of all the Trust Certificates shall have been declared and become due and payable or if at any time after the entire amount of rentals shall have been declared and become due and payable, all as provided in Section 5.01, but before April 15, 1989, all arrears of rent (with interest at the rate of 10% per annum upon any overdue instalments, to the extent legally enforceable), all expenses of the trust occasioned by the Company's default, and all other sums which shall have become due and payable by the Company hereunder (otherwise than by such declaration or declarations) shall be paid by the Company before any sale or lease by the Trustee of any of the Trust Equipment (or the making of any agreement for such sale or lease), and every other default shall be made good or secured to the satisfaction of the Trustee, or provision

deemed by the Trustee to be adequate shall be made therefor, then, and in every such case, the Trustee, if so requested by the holders of a majority in principal amount of the Trust Certificates then outstanding, shall by written notice to the Company waive the default by reason of which there shall have been such declaration or declarations and the consequences of such default, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 5.05. Obligations of Company Not Affected by Remedies. No retaking of possession of the Trust Equipment by the Trustee, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act against the Company or in respect of the Trust Equipment, on the part of the Trustee or on the part of the holder of any Trust Certificate, nor any delay or indulgence granted to the Company by the Trustee or by any such holder, shall affect the obligations of the Company hereunder.

The Company hereby waives presentation and demand in respect of any of the Trust Certificates and waives notice of presentation, of demand and of any default in the payment of the principal of and interest on the Trust Certificates.

Section 5.06. Company to Deliver Trust Equipment to Trustee. In case the Trustee shall rightfully demand possession of any of the Trust Equipment in pursuance of this Agreement, the Company will, at its own expense, promptly cause such Trust Equipment to be placed on such storage tracks of the Lessee as shall reasonably be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee; or, at the option of the Trustee, the Trustee may keep such Trust Equipment, at the expense of the Company, on any lines of railroad of the Lessee or premises of the Lessee approved by the Trustee until the Trustee shall have leased, sold or otherwise disposed of the same subject to the limitations set forth in Section 10 of the Lease. The performance of the foregoing covenant is of the essence of this Agreement and upon application to any court having jurisdiction in the premises, the Trustee shall be entitled to a decree against the Company requiring the specific performance thereof.

Section 5.07. Trustee to Give Notice of Default. The Trustee shall give to the holders of the Trust Certificates notice of each default hereunder known to the Trustee, within 30 days after it has actual knowledge of the same, unless remedied or cured before the giving of such notice.

Section 5.08. Control by Holders of Trust Certificates. The holders of a majority in aggregate principal amount of the then outstanding Trust Certificates, by an instrument or instruments in writing executed and delivered to the Trustee, shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising

any trust or power conferred on the Trustee; provided, however, that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action so directed may not lawfully be taken.

Section 5.09. Remedies Cumulative; Subject to Mandatory Requirements of Law. The remedies in this Agreement provided in favor of the Trustee and the holders of the Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity; and such remedies so provided in this Agreement shall be subject in all respects to any mandatory requirements of law at the time applicable thereto, to the extent such requirements may not be waived on the part of the Company.

Section 5.10. Company's Right to Acquire Trust Certificates After Default. At any time after written request of the holders of not less than 33% in the principal amount of the then outstanding Trust Certificates to declare the Trust Certificates to be due and payable shall have been made pursuant to Section 5.01 hereof, and upon request of the Company made to each holder of an outstanding Trust Certificate, each holder of a Trust Certificate agrees that, it will, upon receipt from the Company of an amount equal to the aggregate unpaid principal of and accrued interest on all Trust Certificates then held by such holder plus all other sums then due and payable to such holder hereunder or under such Trust Certificates, forthwith sell, assign, transfer and convey to the Company all of the right, title and interest of such holder in and to the Trust Equipment, this Agreement, all Trust certificates then held by such holder, the Purchase Agreement, the Lease, the Assignment and the Consent. If the Company shall request, such holder will comply with all the provisions of Section 2.05 to enable new Trust Certificates to be issued to the Company in such denominations as the Company shall request. All charges and expenses required pursuant to Section 2.05 in connection with the issuance of any new Trust Certificates shall be borne by the Company. In the event that the Company shall have acquired all the Trust Certificates in the manner contemplated by this Section and all amounts owing to the Trustee pursuant to this Agreement shall have been paid, the Trustee shall not exercise any remedies under this Agreement, the Assignment or the Lease without the approval of the Company.

ARTICLE SIX

Additional Covenants and Agreements by the Company

Section 6.01. Discharge of Liens. The Company covenants and agrees that it will pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or

discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become a lien, charge or encumbrance upon or against any of the Trust Equipment ranking prior to or pari passu with the interests of the Trustee; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, provided that such contest will not adversely affect the rights or interests of the Trustee or the holders of the Trust Certificates and the Company and the Lessee shall have furnished the Trustee with an Opinion of Counsel to such effect.

Section 6.02. Recording. The Company will, at its own expense, promptly after the execution and delivery of this Agreement, the Lease and the Assignment (including the Consent) and each supplement or amendment hereto or thereto, respectively, cause the same to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and deposited with the Registrar General of Canada (notice of such deposit to be forthwith thereafter given in the Canada Gazette) pursuant to Section 86 of the Railway Act of Canada. The Company will, at its own expense, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will from time to time refile, reregister, rerecord or redeposit) any and all further instruments required by law or reasonably requested by the Trustee, for the purpose of proper protection, to the satisfaction of the Trustee, of the title of the Trustee to the Trust Equipment and the rights of the holders of the Trust Certificates or for the purpose of carrying out the intention of this Agreement.

Promptly after the execution and delivery of this Agreement and of the Assignment (including the Consent), and of each supplement or amendment hereto or thereto, the Company will furnish or cause to be furnished to the Trustee an Opinion of Counsel or Opinions of Counsel stating that, in the opinion of such counsel, each such document has been properly recorded and filed so as effectively to protect the title of the Trustee to the Trust Equipment in the United States and its interests in the Lease and its rights and the rights of the holders of the Trust Certificates hereunder and thereunder in the United States and Canada and reciting the details of such action.

Section 6.03. Further Assurances. The Company covenants and agrees from time to time at its expense to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

ARTICLE SEVEN

Concerning the Holders of Trust Certificates

Section 7.01. Evidence of Action Taken by Holders of Trust Certificates. Whenever in this Agreement it is provided that the holders of a specified percentage in aggregate principal amount of the Trust Certificates may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced by an instrument or any number of instruments of similar tenor executed by holders of Trust Certificates in person or by agent or proxy appointed in writing.

Section 7.02. Proof of Execution of Instruments and of Holding of Trust Certificates. Proof of the execution of any instrument by a holder of Trust Certificates or his agent or proxy and proof of the holding by any person of any of the Trust Certificates shall be sufficient if made in the following manner:

The fact and date of the execution by any such person of any instrument may be proved by the certificate of any notary public or other officer of any jurisdiction within the United States authorized to take acknowledgments of deeds to be recorded in such jurisdiction that the person executing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary or other such officer or in any other manner which the Trustee deems sufficient.

The ownership of Trust Certificates and the unpaid principal amount thereof may be proved by the register of such Certificates or by a certificate of the Trustee.

Section 7.03. Trust Certificates Owned by Company. In determining whether the holders of the requisite principal amount of the Trust Certificates have concurred in any direction, request or consent under this Agreement, Trust Certificates which are owned by the Company, the Lessee or by an Affiliate of the Company or the Lessee shall (unless all of the Trust Certificates are so owned) be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, request or consent, only Trust Certificates which the Trustee actually knows are so owned shall be disregarded.

Section 7.04. Right of Revocation of Action Taken. At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 7.01, of the taking of any action by the holders of the percentage in aggregate principal amount of the Trust Certificates specified in this Agreement in connection with such action, any holder of a Trust Certificate the serial number

of which is shown by the evidence to be included in the Trust Certificates the holders of which have consented to such action may, by filing written notice with the Trustee at its Corporate Trust Office and upon proof of holding as provided in Section 7.02, revoke such action in so far as concerns such Trust Certificate. Except as aforesaid, any such action taken by the holder of any Trust Certificate shall be conclusive and binding upon such holder and upon all future holders and owners of such Trust Certificate and of any Trust Certificate issued in exchange or substitution therefor, irrespective of whether or not any notation in regard thereto is made upon such Trust Certificate. Any action taken by the holders of the percentage in aggregate principal amount of the Trust Certificates specified in this Agreement in connection with such action shall be conclusive and binding upon the Company, the Trustee and the holders of all the Trust Certificates and shall be the exclusive remedy of all holders of all Trust Certificates.

ARTICLE EIGHT

The Trustee

Section 8.01. Acceptance of Trust. The Trustee hereby accepts the trust imposed upon it by this Agreement, and covenants and agrees to perform the same as herein expressed. The Trustee acknowledges that arrangements satisfactory to it have been made for the payment of its fees and expenses prior to an Event of Default hereunder, and that it will not seek payment thereof from the Company or the holders of the Trust Certificates.

Section 8.02. Duties and Responsibilities of the Trustee. In case an Event of Default has occurred which has not been cured and of which the Trustee has knowledge, the Trustee shall exercise such of the rights and powers vested in it by this Agreement and use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Agreement shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own wilful misconduct, except that

(a) prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement, and the Trustee shall not be liable except for the performance of such duties and obligations as

are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement;

(b) the Trustee shall not be liable for any error of judgment made by it in good faith, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts or that its action or inaction was contrary to the express provisions of this Agreement;

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate principal amount of the then outstanding Trust Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Agreement;

(d) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Trust Certificate, guaranty or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

(e) the Trustee may consult with counsel, and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with such Opinion of Counsel and not contrary to any express provision of this Agreement;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request, order or direction of any of the holders of the Trust Certificates, pursuant to the provisions of this Agreement, unless such holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby; and

(g) the Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement.

Section 8.03. Application of Rentals; Responsibility of Trustee. The Trustee covenants and agrees to apply the rentals received by it under Section 4.04 when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in Section 4.04.

The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified to its satisfaction by the Company or by one or more of the holders of the Trust Certificates against all liability and expenses; and the Trustee shall not be responsible for the filing or recording, required under Section 6.02, of this Agreement or of any supplement or amendment hereto or statement of new identifying numbers.

Section 8.04. Funds May be Held by Trustee. Any money at any time paid to or held by the Trustee hereunder until paid out or invested by the Trustee as herein provided need not be segregated in any manner except to the extent required by law and may be carried by the Trustee on deposit with its general banking department, and the Trustee shall not be liable for any interest thereon.

At any time, and from time to time, if at the time no Event of Default shall have occurred and be continuing, the Trustee, on the written or telegraphic request of the Lessee, may invest and reinvest any Deposited Cash held by it in Investments, at such prices, including any premium and accrued interest, as set forth in such request, such Investments to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

The Trustee shall, on request, in the event funds are required in connection with a settlement for Trust Equipment pursuant to Section 3.02 or in the event funds are required for the prepayment of the Trust Certificates pursuant to Section 4.07, sell such Investment, or any portion thereof, and restore to Deposited Cash the proceeds of any such sale up to the amount paid for such Investments, including any accrued interest.

The Trustee shall restore to Deposited Cash, out of rentals received by it for that purpose under the provisions of Section 4.04(1), an amount equal to any expenses incurred in connection with any purchase, sale or redemption of Investments and also an amount equal to any loss of principal (including interest accrued thereupon at the time of purchase) incurred in connection with any such purchase, sale or redemption.

Any interest (in excess of accrued interest paid from Deposited Cash held hereunder at the time of purchase) or other profit which may be realized from any sale or redemption of Investments and held by the Trustee shall be paid to the Lessee, as a third-party beneficiary of the Trustee's agreement under this paragraph, provided that the Company is not in default hereunder and the Lessee is not in default under the Lease.

Section 8.05. Trustee Not Liable for Delivery Delays or Defects in Equipment or Title, Agents, etc. The Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorney and agents as it shall appoint, and shall be answerable only for its own acts, and not for the acts of any co-trustee or separate trustee appointed under Section 8.09 hereof or for the acts of any attorney or other agent appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement, the Lease, the Assignment, the Consent, or of the Trust Certificates (except for its own execution thereof).

The Trustee may in its individual capacity own, hold and dispose of Trust Certificates.

Any moneys at any time held by the Trustee shall, until paid out or invested as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates.

Section 8.06. Resignation and Removal of Trustee; Appointment of Successor Trustee.

(a) The Trustee may resign and be discharged of the trust created by this Agreement by giving 30 day's written notice to the Company and to the registered holders of the Trust Certificates and such resignation shall take effect upon receipt by the Trustee of an instrument of acceptance executed by a successor trustee as hereinafter provided in this Section.

(b) The Trustee may be removed at any time by an instrument in writing signed by the holders of a majority in principal amount of the Trust Certificates then outstanding, delivered to the Trustee and the Company.

(c) If at any time the Trustee shall resign or be removed or otherwise become incapable of acting or, if at any time a vacancy shall occur in the office of the Trustee for any other cause, a successor trustee may be appointed by the holders of a majority of the aggregate principal amount of the then outstanding Trust Certificates by an instrument in writing delivered to the Company and the Trustee. Until a successor trustee shall be appointed by the holders of Trust Certificates as herein authorized, the Company by an instrument in writing executed by order of its Board of Directors shall appoint a trustee to fill such vacancy. A successor trustee so appointed by the Company shall immediately and without further act be superseded by a successor trustee appointed by the holders of the Trust Certificates in the manner provided above. Every successor trustee appointed pursuant to this Section shall be a bank or trust company incorporated under the laws of the United States of America or any State thereof and having a capital and surplus of not less than \$25,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(d) The Company shall give notice to the holders of all outstanding Trust Certificates of each resignation or removal of the then Trustee and of each appointment by the Company of a successor trustee pursuant to this Section by mailing written notice of such event by first-class mail, postage prepaid.

Section 8.07. Acceptance of Appointment by Successor Trustee. Any successor trustee appointed as provided in Section 8.06 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon (unless such resignation shall have become effective earlier pursuant to Section 8.06(a)) the resignation or removal of the predecessor trustee shall become effective and such successor trustee without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Trustee herein; but, nevertheless, on the written request of the Company or of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon request of any such successor trustee, the Company shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers.

Section 8.08. Merger or Consolidation of Trustee. Any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Trustee shall be a party shall be the successor of the Trustee hereunder, provided such corporation

shall be qualified under the provisions of Section 8.06, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.09. Appointment of Co-Trustees and Separate Trustees. If at any time or time the holders of a majority in principal amount of the then outstanding Trust Certificates shall in writing request the Trustee and the Company, or the Trustee shall in writing request the Company, the Trustee and the Company shall execute and deliver all instruments and agreements necessary or proper to appoint another bank or trust company, either to act hereunder as co-trustee or co-trustees with respect to all or any of the Trust Equipment jointly with the Trustee or to act hereunder as separate trustee or trustees with respect to any such equipment, with such power and authority and entitled to the benefit of such provisions hereunder as shall be specified in the instrument of appointment. In the event the Company shall not have joined in the execution of such instruments and agreements within 10 days after the receipt of a written request so to do from the Trustee or from the holders of a majority in principal amount of the then outstanding Trust Certificates, or in case an Event of Default shall have occurred and be continuing, the Trustee may act under the foregoing provisions of this Section 8.09 without the concurrence of the Company; and the Company hereby fully empowers the Trustee so to act and appoints the Trustee its agent and attorney to act for it under the foregoing provision of this Section 8.09 in either of such contingencies. Every co-trustee or separate trustee appointed hereunder shall be a bank or trust company incorporated under the laws of the United States or Canada or any State or Province thereof and having a capital and surplus of not less than \$25,000,000, if there be such an institution willing, qualified and able to accept the position of co-trustee or separate trustee upon reasonable or customary terms.

Section 8.10. Transfer of Title by the Trustee. In any transfer hereunder by the Trustee of title to a unit, the Trustee shall covenant that it has not charged or encumbered such unit except as provided herein and the Trustee shall not be required to give any further covenant as to title to such unit.

ARTICLE NINE

Miscellaneous

Section 9.01. Rights Confined to Parties and Holders. Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto, the holders of the Trust Certificates and the assignees and/or transferees contemplated by the second paragraph of Section 4.08 any right,

Section 9.06. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 9.07. Execution. Although this Agreement is dated as of October 15, 1973, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

Section 9.08. Separability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Company hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunder affixed as of the day and year first written.

INTER NATIONAL BANK OF MIAMI,
as Trustee,

by:

Authorized Officer

[CORPORATE SEAL]

Attest:

Vice President and Trust Officer

BORG WARNER EQUITIES CORPORATION,

[CORPORATE SEAL]

by: _____
Vice President

Attest:

Secretary

STATE OF FLORIDA

SS.:

COUNTY OF DADE

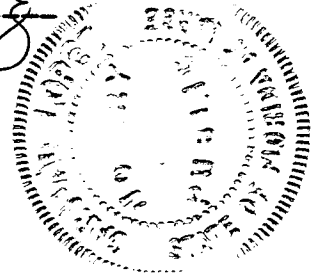
On this 9th day of Nov., 1973, before me personally appeared E. J. BARBER, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of INTER NATIONAL BANK OF MIAMI, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation by authority of its By-Laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

My commission expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEP. 23, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Caridad Lopez
Notary Public

[NOTARIAL SEAL]



STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this day of , 1973, before me personally appeared to me personally known, who, being by me duly sworn, says that he is a Vice President of BORG WARNER EQUITIES CORPORATION that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires

Notary Public

[NOTARIAL SEAL]

SCHEDULE I - Equipment Trust Agreement

Basic Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost per Unit</u>	<u>Identifying Numbers (both inclusive)</u>
200	100-Ton Bulkhead Flat Cars	\$21,345.26 (U.S.) (Based on Exchange at Par with Canadian Dollar)	CPI 317000 to 317199 inclusive
12	70-Ton Flush Deck Flat Cars with Saddleback Equipment	\$24,933 (U.S.)	CPAA 570025 to 570036 inclusive

MANUFACTURING AGREEMENT NO. 1

Dated as of October 15, 1973

among

MARINE INDUSTRIES LIMITED

BORG WARNER EQUITIES CORPORATION

and

CANADIAN PACIFIC LIMITED

Covering 200 100-ton Bulkhead Flat Cars

MANUFACTURING AGREEMENT NO. 1 dated as of October 15, 1973, among MARINE INDUSTRIES LIMITED (hereinafter called the Manufacturer), BORG WARNER EQUITIES CORPORATION (hereinafter called the Company) and CANADIAN PACIFIC LIMITED, a corporation organized and existing under the laws of Canada (hereinafter called the Lessee).

WHEREAS the Manufacturer agrees to construct, sell and deliver to the Company and the Company agrees to purchase 200 new, standard gauge 100-ton bulkhead flat cars (hereinafter called the Equipment); and

WHEREAS in consideration of the execution and delivery of this Agreement, the purchase agreements or purchase orders, if any, heretofore executed between the Lessee, the Manufacturer or others covering the Equipment are hereby canceled in so far as they relate to the Equipment; and

WHEREAS the Company proposes to enter into an Equipment Trust Agreement dated as of the date hereof (hereinafter called the Equipment Trust Agreement) with INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee); and

WHEREAS it is contemplated that, pursuant to the Equipment Trust Agreement, there will be paid by the Trustee and the Company to the Manufacturer on not more than two Closing Dates (as hereinafter defined) the Purchase Price (as hereinafter defined) of all the Equipment; and

WHEREAS the Company, as lessor, proposes to enter into a Lease dated as of the date hereof to the Lessee in substantially the form annexed to the Equipment Trust Agreement as Annex B (hereinafter called the Lease) and the Lessee has joined in this Agreement for the purpose of making certain agreements as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. Construction and Sale. Subject to the terms and conditions hereinafter set forth, the Manufacturer will construct the Equipment at its plant at Tracy (Sorel) Quebec, Canada and will sell to the Company, and deliver the Equipment as hereinbelow provided and the Company will pay or cause the Trustee to pay to the Manufacturer the Purchase Price of the Equipment, each unit of which will be constructed in accordance with the specifications referred to in Schedule I hereto and in accordance with such modifications thereof as may have been agreed upon in writing by the Manufacturer and the Lessee (which specifications and modifications, if any, are hereinafter called

the Specifications) and will, at or before delivery thereof to the Lessee pursuant to Article 2 hereof, have the following ownership markings stencilled on each side thereof in a conspicuous place in letters not less than one inch in height:

"OWNED BY A CORPORATION, BANK OR TRUST COMPANY, SUBJECT TO AN EQUIPMENT TRUST AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20 C".

The Manufacturer agrees that the design, quality and component parts of the Equipment except as to design, quality and component parts specified or supplied by the Lessee will conform to all Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads reasonably interpreted as being applicable to new railroad equipment of the character of such units of the Equipment as of the date of delivery thereof.

The Lessee agrees that the design, quality and component parts of the Equipment specified by it will conform to all Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads, reasonably interpreted as being applicable to new railroad equipment of the character of such units of Equipment as of the date of delivery thereof.

ARTICLE 2. Delivery and Security Interest. The Manufacturer will deliver the Equipment to the Lessee, as agent of the Trustee and the Company, freight charges, if any, prepaid, at Canadian Pacific Lines, Montreal, Canada, and in accordance with the time of delivery schedule set forth in Schedule I hereto, provided, however, that no unit of the Equipment shall be delivered under this Agreement until this Agreement shall have been filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act (and in delivering the Equipment, the Manufacturer may rely upon telephonic or telegraphic advice to counsel for the Manufacturer from counsel for the Lessee that this Agreement has been so filed and recorded). Each unit of the Equipment shall be subject to a security interest retained by the Manufacturer until the Manufacturer is paid the Purchase Price of such unit pursuant to Article 3 hereof.

The Manufacturer and the Lessee each severally represents and warrants that, to the best of its knowledge, at the time of the delivery of the Equipment to the Lessee, as agent of the Trustee and the Company, the Equipment will be new railroad equipment, not having been used by any person after completion of manufacture and prior to delivery, and no amortization, depreciation or investment credit will have been claimed by any person with respect thereto.

The Manufacturer's obligation as to time of delivery is subject to delays resulting from causes beyond the Manufacturer's reasonable control, including, but not limited to, acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotage, strikes, labor shortages, differences with workmen, accidents, fire, flood, explosion, damage to plant, equipment or facilities or delays in receiving necessary materials.

Notwithstanding the preceding provisions of this Article 2, any unit of the Equipment not delivered, accepted and settled for pursuant to Article 3 hereof before April 15, 1974, shall be excluded from this Agreement and not included in the term "Equipment" as used in this Agreement. If the Manufacturer's failure to deliver the units of the equipment so excluded from this Agreement resulted from one or more of the causes set forth in the immediately preceding paragraph, a separate agreement shall be entered into between the Manufacturer and the Lessee providing for the purchase of such excluded equipment by the Lessee on the terms herein specified, payment to be made in cash in accordance with the terms of this Agreement after delivery of such excluded equipment either directly or by means of a conditional sale, equipment trust or such other appropriate method of financing the purchase as the Lessee and the Manufacturer shall mutually determine.

The Equipment shall be subject to inspection and approval prior to delivery by inspectors or other authorized representatives of the Company and the Trustee (who may be employees or authorized representatives of the Lessee), and the Manufacturer shall grant to any such inspector or other authorized representative reasonable access to its plant. From time to time upon the completion of the construction of each unit or a number of units of the Equipment, such unit or units shall thereupon be presented to an inspector or other authorized representative of the Company and the Lessee for inspection at the Manufacturer's plant and, if each such unit conforms to the Specifications and the other requirements, specifications and standards set forth or referred to in Article 1 hereof, such inspector or authorized representative shall promptly execute and deliver to the Manufacturer, in such number of counterparts or copies as may reasonably be requested, a certificate of acceptance (hereinafter called a Certificate of Acceptance) stating that such unit or units have been inspected and accepted on behalf of the Company and the Trustee and are marked in accordance with Article 1 hereof; provided, however, that the Manufacturer shall not thereby be relieved of its warranty contained in Article 5 of this Agreement.

On acceptance of each of the units of the Equipment pursuant to this Article 2 on behalf of the Company and the Trustee as aforesaid, the Company assumes with respect thereto the

responsibility and risk of loss or damage and the Manufacturer shall deliver to the Trustee (i) an invoice describing such unit and stating that such unit is new standard gauge railroad equipment (other than passenger or work equipment) and that the Purchase Price of such unit is an amount therein specified in U.S. dollars and (ii) a bill of sale transferring such unit to the Trustee and warranting to the Trustee, the Company and to the Lessee that at the time of such delivery the Manufacturer had legal title to such unit and good and lawful right to sell the same and that title to such unit was, at the time of such delivery of such unit, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement, the Equipment Trust Agreement or as permitted by Section 6.01 thereof and except for the rights of the Lessee under the Lease.

ARTICLE 3. Purchase Price and Payment. The base price per unit of the Equipment, stated in U.S. dollars, \$21,345.26. Such base price shall include freight charges, if any, prepaid by the Manufacturer, from the Manufacturer's plant to the point of delivery and is subject to such increase or decrease as may be or has been agreed to by the Manufacturer and the Lessee whether such prior agreement is canceled hereby or not. The term "Purchase Price" as used herein shall mean the base price or prices as so increased or decreased. If on any Closing Date the aggregate of (i) the aggregate Invoiced Purchase Prices (as hereinafter defined in this Article 3) for which settlement has theretofore been or is then being made under this Agreement and (ii) the aggregate of the Invoiced Purchase Prices as defined in Article 3 of Manufacturing Agreement No. 2 (as defined in the Equipment Trust Agreement) for which settlement has therefore been made or is then scheduled to be made under said Manufacturing Agreement No. 2 would, but for the provisions of this sentence, exceed \$4,650,000 (U.S.) (or such larger amount as the Company may at its option agree to), the Manufacturer and the Lessee will, upon request of the Company, enter into an agreement excluding from this Agreement such unit or units of the Equipment then proposed to be settled for as specified by the Company, as will, after giving effect to such exclusion, reduce such aggregate Invoiced Purchase Prices to not more than \$4,650,000 (U.S.) (or such larger amount as aforesaid); and the Lessee agrees to purchase on the terms herein specified any such unit or units of the Equipment so excluded from this Agreement from the Manufacturer for cash on such Closing Date, or on such other date to which the Manufacturer and the Lessee shall mutually agree, either directly or, if the Manufacturer and the Lessee shall mutually agree, by means of a conditional sale, equipment trust or other appropriate method of financing; in which event the Company shall execute such instruments and take such other action as shall be reasonably requested by the Lessee to vest in the Lessee or its designee, full title to such unit or units.

The Equipment shall be settled for in not more than two groups of Units of the Equipment delivered to and accepted by the Lessee, as agent for the Trustee, on Closing Dates fixed as hereinafter provided (the Equipment settled for on each Closing Date being hereinafter called a Group).

Subject to the provisions of Article 4 hereof, the Company hereby promises to pay or cause to be paid in cash to the Manufacturer at such place as the Manufacturer may designate, on each Closing Date with respect to a Group, an amount equal to (x) the Purchase Price of all units of the Equipment in the Group as set forth in the invoice or invoices therefor (such invoiced prices being herein called the Invoiced Purchase Prices), less (y) the amount paid to the Manufacturer by the Trustee pursuant to Section 3.02 of the Equipment Trust Agreement.

The term "Closing Dates" with respect to the Groups of the Equipment shall mean November 27, 1973, and December 15, 1973, or such later date following the date of deposit of the net proceeds of the sale of the Equipment Trust Certificates (hereinafter called the Equipment Trust Certificates) issued pursuant to Section 2.01 of the Equipment Trust Agreement, following presentation by the Manufacturer to the Lessee of the invoice and the Certificate or Certificates of Acceptance for any such Group, as shall be fixed by the Company and the Lessee by written notice delivered to the Manufacturer and the Trustee at least five business days prior to the Closing Date designated therein and consented to in writing by the Trustee. The term "business days" as used herein means calendar days, excluding Saturdays, Sundays and legal holidays or days on which banking institutions are authorized by law to close in Miami, Florida, or New York, New York.

Upon payment to the Manufacturer for any Group of Equipment as provided for in this Agreement, any and all claims, liens, security interests or other encumbrances of any nature of the Manufacturer with respect to title to such Group of Equipment under this Agreement shall forthwith cease and determine.

ARTICLE 4. Conditions to Obligations of the Company. The obligation of the Company under this Agreement to pay or cause to be paid to the Manufacturer any amount required to be paid pursuant to the third paragraph of Article 3 hereof with respect to any Group of the Equipment is subject to the condition (a) that prior thereto or concurrently therewith the Trustee shall have paid to the Manufacturer the amount agreed to be paid under Section 3.02 of the Equipment Trust Agreement and (b) that the Company shall have received, on or prior to the Closing Date, the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to it:

(i) the bill or bills of sale from the Manufacturer to the Trustee referred to in the last paragraph of Article 2 hereof, with respect to the Equipment in such Group;

(ii) the Certificate or Certificates of Acceptance with respect to the Equipment in such Group, referred to in the fifth paragraph of Article 2 hereof and the Lessee's Certificate or Certificates of Acceptance with respect thereto referred to in Section 1 of the Lease;

(iii) the invoice or invoices with respect to the Equipment in such Group referred to in the last paragraph of Article 2 hereof, accompanied by or having endorsed thereon a certification by the Lessee as to the correctness of the prices of such Equipment as set forth in said invoices;

(iv) a signed copy of the opinion of counsel for the Lessee required by Section 3.04(d) of the Equipment Trust Agreement;

(v) a signed copy of the opinion of counsel for the Manufacturer required by Section 3.04(e) of the Equipment Trust Agreement;

(vi) a signed copy of the opinion of Messrs. McCarthy & McCarthy, special Canadian counsel, required by Section 3.04(f) of the Equipment Trust Agreement;

(vii) a Lessee's Certificate (as defined in the Equipment Trust Agreement) dated the Closing Date to the effect that no Event of Default (as defined in the Equipment Trust Agreement) which relates to the Lessee nor an Event of Default (as defined in the Lease), nor any event which with the lapse of time and/or notice provided for in the Equipment Trust Agreement or in the Lease would constitute such an Event of Default thereunder shall have occurred and be continuing; and

(viii) such other documents as the Company may reasonably request.

ARTICLE 5. Manufacturer's Warranty of Materials and Workmanship. The Manufacturer warrants that the units of the Equipment will be built in accordance with the Specifications and with the other requirements, specifications and standards set forth or referred to in Article 1 of this Agreement and warrants the Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Lessee and not manufactured by the Manufacturer) and workmanship or design (except as to designs specified by the Lessee and not developed or purported to be developed by the Manufacturer) under normal use and service; the Manufacturer's

obligation under this paragraph being limited to making good at its plant any part or parts of any unit of the Equipment which shall be returned to the Manufacturer, the transportation charges prepaid, within one year after delivery of such unit and which the Manufacturer's examination shall disclose to its satisfaction to have been thus defective. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and the Manufacturer neither makes nor authorizes any other person to make for it any other warranty in connection with the construction and delivery of the Equipment, except as aforesaid.

The Manufacturer further agrees that neither the inspection as provided in Article 2 of this Agreement, nor any examination, nor the acceptance of any units of the Equipment as provided in said Article 2, shall be deemed a waiver or modification by the Company, the Trustee and/or the Lessee of any of their rights under this Article 5.

ARTICLE 6. Patent Indemnities. Except in cases of articles or materials specified by the Lessee and not manufactured by the Manufacturer and in cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed or purported to be developed by the Manufacturer, the Manufacturer agrees to indemnify, protect and hold harmless the Lessee, the Company and the Trustee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Lessee, the Company and the Trustee, their assigns or the users of the Equipment because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Lessee likewise will indemnify, protect and hold harmless the Manufacturer, the Trustee and the Company from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Manufacturer, the Trustee and the Company because of the use in or about the construction or operation of any of the Equipment of any article or material specified by the Lessee and not manufactured by the Manufacturer or of any design, system, process, formula or combination specified by the Lessee and not developed or purported to be developed by the Manufacturer which infringes or is claimed to infringe on any patent or other right. The Manufacturer agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, assign, set over and deliver to the Lessee every claim, right and cause of action which the Manufacturer has or hereafter shall have against the seller or sellers of any designs, systems, processes, formulae, combinations, articles or materials specified by the

Lessee and purchased or otherwise acquired by the Manufacturer for use in or about the construction or operation of any of the Equipment, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right. The Manufacturer further agrees to execute and deliver to the Lessee or the users of the Equipment all and every such further assurance as may be reasonably requested by the Lessee more fully to effectuate the assignment and delivery of every such claim, right and cause of action. The Manufacturer will give notice to the Lessee of any claim known to the Manufacturer from which liability may be charged against the Lessee hereunder and the the Lessee and the Company, respectively, will give notice to the Manufacturer of any claim known to the Lessee or the Company, as the case may be, on the basis of which liability may be charged against the Manufacturer hereunder. For purposes of this Article 6, the term "Trustee" shall include each holder from time to time of any Trust Certificate or Trust Certificates.

ARTICLE 7. Taxes. All payments to be made or caused to be made by the Company or the Lessee hereunder will be free of expense to the Manufacturer with respect to the amount of any local, state, provincial, or federal United States or Canadian taxes (other than net income, gross receipts, franchise taxes measured by net income based on such receipts, excess profits and similar taxes), assessments, license fees, charges, fines or penalties levied or imposed upon, or in connection with, or measured by, this Agreement or any use, payment, shipment, delivery or transfer of title under the terms hereof, all of which taxes, assessments, license fees, charges, fines or penalties the Company or the Lessee, as the case may be, assumes and agrees to pay on demand in addition to the Purchase Price of the Equipment; provided, however, that the Company will have no obligation to pay any such taxes, assessments, license fees, charges, fines or penalties unless it shall have received payment thereof from the Lessee pursuant to Section 5 of the Lease.

ARTICLE 8. Notice. Any notice hereunder to the party designated below shall be deemed to be properly served if delivered or mailed to it at the following specified addresses:

(a) to the Company, at 4001 West Devon Avenue, Chicago, Illinois 60646, Attention of Vice President -- Finance;

(b) to the Lessee, at Windsor Station, Room 245, Montreal 101, Quebec, Canada, Attention of Vice President -- Finance and Accounting;

(c) to the Manufacturer, c/o Vice President and Treasurer, Suite 500, 1405 Peel Street, Montreal, Canada HA157;

or at such other addresses as may have been furnished in writing by such party to the other parties to this Agreement.

ARTICLE 9. Article Headings. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

ARTICLE 10. Effect and Modification of Agreement. This Agreement, and the Schedules relating hereto, exclusively and completely state the rights and agreements of the Manufacturer, the Company and the Lessee with respect to the Equipment and supersede all other agreements, oral or written, with respect to the Equipment. No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and duly executed on behalf of the Company, the Manufacturer and the Lessee.

ARTICLE 11. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the Province of Quebec, Canada.

ARTICLE 12. Successors and Assigns. As used herein the terms Manufacturer, Company, Trustee and Lessee shall be deemed to include the successors and assigns of the Manufacturer, the Company, the Trustee and the Lessee.

ARTICLE 13. Execution. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Agreement to be duly executed as of the date first above written.

MARINE INDUSTRIES LIMITED

by

[Corporate Seal]

Attest:

BORG WARNER EQUITIES
CORPORATION

by

Vice President

[Corporate Seal]

Attest:

Secretary

CANADIAN PACIFIC LIMITED

by

Vice President
of the Company

[Corporate Seal]

Attest:

Secretary

PROVINCE OF

)

) ss.:

CITY OF

)

On this day of , 1973, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of MARINE INDUSTRIES LIMITED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Commissioner for
Oaths

My commission expires:

[Commissioner's Seal]

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this day of , 1973, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of BORG WARNER EQUITIES CORPORATION that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

PROVINCE OF QUEBEC)
) ss.:
CITY OF MONTREAL)

On this day of , 1973, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of the Company of CANADIAN PACIFIC LIMITED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Commissioner for Oaths

My commission is for life.

[Commissioner's Seal]

SCHEDULE I

1. Specifications:
Canadian Pacific Railroad Specifications 571 and SCF-1971, dated January 25, 1973, and August 9, 1971, respectively.
2. Delivery Schedule:
First Group: through date of execution of this Manufacturing Agreement.
Second Group: December 15, 1973.

MANUFACTURING AGREEMENT NO. 2

Dated as of October 15, 1973

among

BETHLEHEM STEEL CORPORATION

BORG WARNER EQUITIES CORPORATION

and

CANADIAN PACIFIC LIMITED

Covering 12 70-ton Pedestal Flat Cars

MANUFACTURING AGREEMENT NO. 2 dated as of October 15, 1973, among BETHLEHEM STEEL CORPORATION (hereinafter called the Manufacturer), BORG WARNER EQUITIES CORPORATION (hereinafter called the Company) and CANADIAN PACIFIC LIMITED, a corporation organized and existing under the laws of Canada (hereinafter called the Lessee).

WHEREAS the Manufacturer agrees to construct, sell and deliver to the Company and the Company agrees to purchase 12 new, standard gauge 70-ton pedestal flat cars (hereinafter called the Equipment); and

WHEREAS in consideration of the execution and delivery of this Agreement, the purchase agreements or purchase orders, if any, heretofore executed between the Lessee, the Manufacturer or others covering the Equipment are hereby canceled in so far as they relate to the Equipment; and

WHEREAS the Company proposes to enter into an Equipment Trust Agreement dated as of the date hereof (hereinafter called the Equipment Trust Agreement) with INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee); and

WHEREAS it is contemplated that, pursuant to the Equipment Trust Agreement, there will be paid by the Trustee and the Company to the Manufacturer on one or more Closing Dates (as hereinafter defined) the Purchase Price (as hereinafter defined) of all the Equipment; and

WHEREAS the Company, as lessor, proposes to enter into a Lease dated as of the date hereof to the Lessee in substantially the form annexed to the Equipment Trust Agreement as Annex B (hereinafter called the Lease) and the Lessee has joined in this Agreement for the purpose of making certain agreements as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. Construction and Sale. Subject to the terms and conditions hereinafter set forth, the Manufacturer will construct the Equipment at its plant at Johnstown, Pennsylvania, and will sell to the Company, and deliver the Equipment as hereinbelow provided and the Company will pay or cause the Trustee to pay to the Manufacturer the Purchase Price of the Equipment, each unit of which will be constructed in accordance with the specifications referred to in Schedule I hereto and in accordance with such modifications thereof as may have been agreed upon in writing by the Manufacturer and the Lessee (which specifications and modifications, if any, are hereinafter called the

Specifications) and will, at or before delivery thereof to the Lessee pursuant to Article 2 hereof, have the following ownership markings stencilled on each side thereof in a conspicuous place in letters not less than one inch in height:

"OWNED BY A CORPORATION, BANK OR TRUST COMPANY SUBJECT TO AN EQUIPMENT TRUST AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20C".

The Manufacturer agrees that the design, quality and component parts of the Equipment except as to design, quality and component parts specified or supplied by the Lessee will conform to all Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads reasonably interpreted as being applicable to new railroad equipment of the character of such units of the Equipment as of the date of delivery thereof.

The Lessee agrees that the design, quality and component parts of the Equipment specified by it will conform to all Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads, reasonably interpreted as being applicable to new railroad equipment of the character of such units of Equipment as of the date of delivery thereof.

ARTICLE 2. Delivery and Security Interest. The Manufacturer will deliver the Equipment to the Lessee, as agent of the Trustee and the Company, freight charges, if any, prepaid, at Johnstown, Pennsylvania, and in accordance with the time of delivery schedule set forth in Schedule I hereto, provided, however, that no unit of the Equipment shall be delivered under this Agreement until this Agreement shall have been filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act (and in delivering the Equipment, the Manufacturer may rely upon telephonic or telegraphic advice from counsel for the Lessee that this Agreement has been so filed and recorded). Each unit of the Equipment shall be subject to a security interest retained by the Manufacturer until the Manufacturer is paid the Purchase Price of such unit pursuant to Article 3 hereof.

The Manufacturer and the Lessee each severally represents and warrants that, to the best of its knowledge, at the time of the delivery of the Equipment to the Lessee, as agent of the Trustee and the Company, the Equipment will be new railroad equipment, not having been used by any person after completion of manufacture and prior to delivery, and no amortization, depreciation or investment credit will have been claimed by any person with respect thereto.

The Manufacturer's obligation as to time of delivery is subject to delays resulting from causes beyond the Manufacturer's reasonable control, including, but not limited to, acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotage, strikes, labor shortages, differences with workmen, accidents, fire, flood, explosion, damage to plant, equipment or facilities or delays in receiving necessary materials.

Notwithstanding the preceding provisions of this Article 2, any unit of the Equipment not delivered, accepted and settled for pursuant to Article 3 hereof before April 15, 1974, shall be excluded from this Agreement and not included in the term "Equipment" as used in this Agreement. If the Manufacturer's failure to deliver the units of the equipment so excluded from this Agreement resulted from one or more of the causes set forth in the immediately preceding paragraph, a separate agreement shall be entered into between the Manufacturer and the Lessee providing for the purchase of such excluded equipment by the Lessee on the terms herein specified, payment to be made in cash in accordance with the terms of this Agreement after delivery of such excluded equipment either directly or by means of a conditional sale, equipment trust or such other appropriate method of financing the purchase as the Lessee and the Manufacturer shall mutually determine.

The Equipment shall be subject to inspection and approval prior to delivery by inspectors or other authorized representatives of the Company and the Trustee (who may be employees or authorized representatives of the Lessee), and the Manufacturer shall grant to any such inspector or other authorized representative reasonable access to its plant. From time to time upon the completion of the construction of each unit or a number of units of the Equipment, such unit or units shall thereupon be presented to an inspector or other authorized representative of the Company and the Lessee for inspection at the Manufacturer's plant and, if each such unit conforms to the Specifications and the other requirements, specifications and standards set forth or referred to in Article 1 hereof, such inspector or authorized representative shall promptly execute and deliver to the Manufacturer, in such number of counterparts or copies as may reasonably be requested, a certificate of acceptance (hereinafter called a Certificate of Acceptance) stating that such unit or units have been inspected and accepted on behalf of the Company and the Trustee and are marked in accordance with Article 1 hereof; provided, however, that the Manufacturer shall not thereby be relieved of its warranty contained in Article 5 of this Agreement.

On acceptance of each of the units of the Equipment pursuant to this Article 2 on behalf of the Company and the Trustee as aforesaid, the Company assumes with respect thereto the

responsibility and risk of loss or damage and the Manufacturer shall deliver to the Trustee (i) an invoice describing such unit and stating that such unit is new standard gauge railroad equipment (other than passenger or work equipment) and that the Purchase Price of such unit is an amount therein specified in U.S. dollars and (ii) a bill of sale transferring such unit to the Trustee and warranting to the Trustee, the Company and to the Lessee that at the time of such delivery the Manufacturer had legal title to such unit and good and lawful right to sell the same and that title to such unit was, at the time of such delivery of such unit, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement, the Equipment Trust Agreement or as permitted by Section 6.01 thereof and except for the rights of the Lessee under the Lease.

ARTICLE 3. Purchase Price and Payment. The base price per unit of the Equipment, stated in U.S. dollars, is \$24,933. Such base price shall include freight charges, if any, prepaid by the Manufacturer, from the Manufacturer's plant to the point of delivery and is subject to such increase or decrease as may be or has been agreed to by the Manufacturer and the Lessee whether such prior agreement is canceled hereby or not. The term "Purchase Price" as used herein shall mean the base price or prices as so increased or decreased. If on any Closing Date the aggregate of (i) the aggregate Invoiced Purchase Prices (as hereinafter defined in this Article 3) for which settlement has theretofore been and is then being made under this Agreement and (ii) the aggregate Invoiced Purchase Prices as defined in Article 3 of Manufacturing Agreement No. 1 (as defined in the Equipment Trust Agreement), for which settlement has theretofore been made or is then scheduled to be made under said Manufacturing Agreement No. 1 would but for the provisions of this sentence, exceed \$4,650,000 (U.S.) (or such larger amount as the Company may at its option agree to), the Manufacturer and the Lessee will, upon request of the Company, enter into an agreement excluding from this Agreement such unit or units of the Equipment then proposed to be settled for as specified by the Company, as will, after giving effect to such exclusion, reduce such aggregate Invoiced Purchase Prices to not more than \$4,650,000 (U.S.) (or such larger amount as aforesaid); and the Lessee agrees to purchase on the terms herein specified any such unit or units of the Equipment so excluded from this Agreement from the Manufacturer for cash on such Closing Date, or on such other date to which the Manufacturer and the Lessee shall mutually agree, either directly or, if the Manufacturer and the Lessee shall mutually agree, by means of a conditional sale, equipment trust or other appropriate method of financing; in which event the Company shall execute such instruments and take such other action as shall be reasonably requested by the Lessee to vest in the Lessee or its designee, full title to such unit or units.

The Equipment shall be settled for in one group of Units of the Equipment delivered to and accepted by the Lessee, as agent for the Trustee, on a Closing Date fixed as hereinafter provided (the Equipment settled for on the Closing Date being hereinafter called the Group).

Subject to the provisions of Article 4 hereof, the Company hereby promises to pay or cause to be paid in cash to the Manufacturer at such place as the Manufacturer may designate, on the Closing Date with respect to the Group, an amount equal to (x) the Purchase Price of all units of the Equipment in the Group as set forth in the invoice or invoices therefor (such invoiced prices being herein called the Invoiced Purchase Prices), less (y) the amount paid to the Manufacturer by the Trustee pursuant to Section 3.02 of the Equipment Trust Agreement.

The term "Closing Date" with respect to the Group shall mean January 12, 1973, or such later date following the date of deposit of the net proceeds of the sale of the Equipment Trust Certificates (hereinafter called the Equipment Trust Certificates) issued pursuant to Section 2.01 of the Equipment Trust Agreement, following presentation by the Manufacturer to the Lessee of the invoice and the Certificate or Certificates of Acceptance for any such Group, as shall be fixed by the Company and the Lessee by written notice delivered to the Manufacturer and the Trustee at least five business days prior to the Closing Date designated therein and consented to in writing by the Trustee. The term "business days" as used herein means calendar days, excluding Saturdays, Sundays and legal holidays or days on which banking institutions are authorized by law to close in Miami, Florida, or New York, New York.

Upon payment to the Manufacturer for the Group as provided for in this Agreement, any and all claims, liens, security interests or other encumbrances of any nature of the Manufacturer with respect to title to the Group under this Agreement shall forthwith cease and determine.

ARTICLE 4. Conditions to Obligations of the Company. The obligation of the Company under this Agreement to pay or cause to be paid to the Manufacturer any amount required to be paid pursuant to the third paragraph of Article 3 hereof with respect to the Group of the Equipment is subject to the condition (a) that prior thereto or concurrently therewith the Trustee shall have paid to the Manufacturer the amount agreed to be paid under Section 3.02 of the Equipment Trust Agreement and (b) that the Company shall have received, on or prior to the Closing Date, the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to it:

(i) the bill or bills of sale from the Manufacturer to the Trustee referred to in the last paragraph of Article 2 hereof, with respect to the Equipment in the Group;

(ii) the Certificate or Certificates of Acceptance with respect to the Equipment in the Group, referred to in the fifth paragraph of Article 2 hereof and the Lessee's Certificate or Certificates of Acceptance with respect thereto referred to in Section 1 of the Lease;

(iii) the invoice or invoices with respect to the Equipment in the Group referred to in the last paragraph of Article 2 hereof, accompanied by or having endorsed thereon a certification by the Lessee as to the correctness of the prices of such Equipment as set forth in said invoices;

(iv) a signed copy of the opinion of counsel for the Lessee required by Section 3.04(d) of the Equipment Trust Agreement;

(v) a signed copy of the opinion of counsel for the Manufacturer required by Section 3.04(e) of the Equipment Trust Agreement;

(vi) a signed copy of the opinion of Messrs. McCarthy & McCarthy, special Canadian counsel, required by Section 3.04(f) of the Equipment Trust Agreement;

(vii) a Lessee's Certificate (as defined in the Equipment Trust Agreement) dated the Closing Date to the effect that no Event of Default (as defined in the Equipment Trust Agreement) which relates to the Lessee nor an Event of Default (as defined in the Lease), nor any event which with the lapse of time and/or notice provided for in the Equipment Trust Agreement or in the Lease would constitute such an Event of Default thereunder shall have occurred and be continuing; and

(viii) such other documents as the Company may reasonably request.

ARTICLE 5. Manufacturer's Warranty of Materials and Workmanship. The Manufacturer warrants that the units of the Equipment will be built in accordance with the Specifications and with the other requirements, specifications and standards set forth or referred to in Article 1 of this Agreement and warrants the Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Lessee and not manufactured by the Manufacturer) and workmanship or design (except as to designs specified by the Lessee and not developed or purported to be developed by the Manufacturer) under normal use and service; the Manufacturer's

obligation under this paragraph being limited to making good at its plant any part or parts of any unit of the Equipment which shall be returned to the Manufacturer, the transportation charges prepaid, within one year after delivery of such unit and which the Manufacturer's examination shall disclose to its satisfaction to have been thus defective. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and the Manufacturer neither makes nor authorizes any other person to make for it any other warranty in connection with the construction and delivery of the Equipment, except as aforesaid.

The Manufacturer further agrees that neither the inspection as provided in Article 2 of this Agreement, nor any examination, nor the acceptance of any units of the Equipment as provided in said Article 2, shall be deemed a waiver or modification by the Company, the Trustee and/or the Lessee of any of their rights under this Article 5.

ARTICLE 6. Patent Indemnities. Except in cases of articles or materials specified by the Lessee and not manufactured by the Manufacturer and in cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed or purported to be developed by the Manufacturer, the Manufacturer agrees to indemnify, protect and hold harmless the Lessee, the Company and the Trustee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Lessee, the Company and the Trustee, their assigns or the users of the Equipment because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Lessee likewise will indemnify, protect and hold harmless the Manufacturer, the Trustee and the Company from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Manufacturer, the Trustee and the Company because of the use in or about the construction or operation of any of the Equipment of any article or material specified by the Lessee and not manufactured by the Manufacturer or of any design, system, process, formula or combination specified by the Lessee and not developed or purported to be developed by the Manufacturer which infringes or is claimed to infringe on any patent or other right. The Manufacturer agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, assign, set over and deliver to the Lessee every claim, right and cause of action which the Manufacturer has or hereafter shall have against the seller or sellers of any designs, systems, processes, formulae, combinations, articles or materials specified by the

Lessee and purchased or otherwise acquired by the Manufacturer for use in or about the construction or operation of any of the Equipment, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right. The Manufacturer further agrees to execute and deliver to the Lessee or the users of the Equipment all and every such further assurance as may be reasonably requested by the Lessee more fully to effectuate the assignment and delivery of every such claim, right and cause of action. The Manufacturer will give notice to the Lessee of any claim known to the Manufacturer from which liability may be charged against the Lessee hereunder and the the Lessee and the Company, respectively, will give notice to the Manufacturer of any claim known to the Lessee or the Company, as the case may be, on the basis of which liability may be charged against the Manufacturer hereunder. For purposes of this Article 6, the term "Trustee" shall include each holder from time to time of any Trust Certificate or Trust Certificates.

ARTICLE 7. Taxes. All payments to be made or caused to be made by the Company or the Lessee hereunder will be free of expense to the Manufacturer with respect to the amount of any local, state, provincial, or federal United States or Canadian taxes (other than net income, gross receipts, franchise taxes measured by net income based on such receipts, excess profits and similar taxes), assessments, license fees, charges, fines or penalties levied or imposed upon, or in connection with, or measured by, this Agreement or any use, payment, shipment, delivery or transfer of title under the terms hereof, all of which taxes, assessments, license fees, charges, fines or penalties the Company or the Lessee, as the case may be, assumes and agrees to pay on demand in addition to the Purchase Price of the Equipment; provided, however, that the Company will have no obligation to pay any such taxes, assessments, license fees, charges, fines or penalties unless it shall have received payment thereof from the Lessee pursuant to Section 5 of the Lease.

ARTICLE 8. Notice. Any notice hereunder to the party designated below shall be deemed to be properly served if delivered or mailed to it at the following specified addresses:

(a) to the Company, at 4001 West Devon Avenue, Chicago, Illinois 60646, Attention of Vice President -- Finance;

(b) to the Lessee, at Windsor Station, Room 245, Montreal 101, Quebec, Canada, Attention of Vice President -- Finance and Accounting;

(c) to the Manufacturer, at Bethlehem Steel Corporation, Bethlehem, Pennsylvania 18016, Attention: Manager of Sales, Railroad Products;

or at such other addresses as may have been furnished in writing by such party to the other parties to this Agreement.

ARTICLE 9. Article Headings. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

ARTICLE 10. Effect and Modification of Agreement. This Agreement, and the Schedules relating hereto, exclusively and completely state the rights and agreements of the Manufacturer, the Company and the Lessee with respect to the Equipment and supersede all other agreements, oral or written, with respect to the Equipment. No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and duly executed on behalf of the Company, the Manufacturer and the Lessee.

ARTICLE 11. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Pennsylvania.

ARTICLE 12. Successors and Assigns. As used herein the terms Manufacturer, Company, Trustee and Lessee shall be deemed to include the successors and assigns of the Manufacturer, the Company, the Trustee and the Lessee.

ARTICLE 13. Execution. This Agreement may be executed in any number of counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Agreement to be duly executed as of the date first above written.

BETHLEHEM STEEL CORPORATION

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

BORG WARNER EQUITIES
CORPORATION

by

Vice President

[Corporate Seal]

Attest:

Secretary

CANADIAN PACIFIC LIMITED

by

Vice President
of the Company

[Corporate Seal]

Attest:

Secretary

COMMONWEALTH OF PENNSYLVANIA)

) ss.:

COUNTY OF LEHIGH)

On this day of , 1973, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires:

[Notarial Seal]

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this day of , 1973, before me personally
appeared , to me personally known, who
being by me duly sworn, says that he is Vice President of BORG
WARNER EQUITIES CORPORATION that one of the seals affixed to the
foregoing instrument is the corporate seal of said corporation,
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument was
the free act and deed of said corporation.

Notary Public

[Notarial Seal]

PROVINCE OF QUEBEC)
) ss.:
 CITY OF MONTREAL)

On this day of , 1973, before me personally
 appeared , to me personally known, who,
 being by me duly sworn, says that he is Vice President of the
 Company of CANADIAN PACIFIC LIMITED, that one of the seals
 affixed to the foregoing instrument is the corporate seal of said
 corporation and that said instrument was signed and sealed on
 behalf of said corporation by authority of its Board of Directors
 and he acknowledged that the execution of the foregoing
 instrument was the free act and deed of said corporation.

 Commissioner of Oaths

My commission is for life.

[Commissioner's Seal]

SCHEDULE I

1. Specifications:
Bethlehem Specification 3400-353 date November 16, 1973.
2. Delivery Schedule:
Twelve cars not later than April 13, 1974.

ANNEX B

LEASE

between

BORG WARNER EQUITIES CORPORATION

and

CANADIAN PACIFIC LIMITED

Dated as of October 15, 1973

LEASE dated as of October 15, 1973, between BORG WARNER EQUITIES CORPORATION (hereinafter called the Lessor) and CANADIAN PACIFIC LIMITED, a corporation duly incorporated under the laws of Canada (hereinafter called the Lessee).

WHEREAS the Lessor and the Lessee have entered into Manufacturing Agreements dated as of October 15, 1973 (hereinafter collectively called the Manufacturing Agreements), with Marine Industries Limited (hereinafter called Manufacturing Agreement No. 1) and Bethlehem Steel Corporation (hereinafter called Manufacturing Agreement No. 2) (hereinafter collectively called the Manufacturers) wherein the Manufacturer has agreed to construct, sell and deliver the units of railroad equipment (hereinafter called the Units) described in Schedule I hereto; and

WHEREAS the Lessor has entered into an Equipment Trust Agreement dated as of October 15, 1973 (hereinafter called the Equipment Trust Agreement), with Inter National Bank of Miami, as Trustee (hereinafter called the Trustee), under which the Lessor has agreed to cause each Manufacturer to sell, assign and transfer to the Trustee all such Units and under which such title will be reserved to the Trustee until the Lessor fulfills its obligations under the Equipment Trust Agreement; and

WHEREAS, the Lessee desires to lease from the Lessor such Units as are delivered and accepted and settled for prior to April 15, 1974, under the Manufacturing Agreements at the rentals and for the terms and upon the conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases the Units to the Lessee upon the following terms and conditions, but subject and subordinate to all the rights and remedies of the Trustee under the Equipment Trust Agreement.

Section 1. Delivery and Acceptance of Units. The Lessor will cause each Unit accepted pursuant to the applicable Manufacturing Agreement to be tendered to the Lessee at such point or points as may be mutually acceptable to the Lessor and the Lessee. Immediately upon such tender, the Lessee will cause its authorized inspectors or representatives to inspect the same, and if it is found to be in good operating order and repair, to accept delivery thereof and to execute and deliver to the Lessor a certificate of acceptance (hereinafter called a Certificate of Acceptance) certifying as to the acceptance of each Unit hereunder and as to the other matters set forth in Section 3.04(a) and (b) of the Equipment Trust Agreement and as to the actual date of acceptance of delivery by the Lessee; whereupon

such Equipment shall be deemed to have been delivered to and accepted by the Lessee under this Lease and shall be subject thereafter to all the terms and conditions of this Lease and such Certificate of Acceptance shall be absolutely binding upon the Lessee. Any Unit or Units excluded from the Equipment Trust Agreement pursuant to Section 3.01 thereof shall likewise be excluded from this Lease.

Section 2. Rentals. Subject to subdivision (E) of Section 14 of this Lease, the Lessee agrees to pay to the Lessor in such coin or currency of the United States of America as, at the time payable, shall be legal tender for the payment of public and private debts, as rental for each Unit subject to this Lease, one interim rental payment on the Business Day next preceding April 15, 1974 and 40 consecutive semiannual payments payable in arrears on April 15 and October 15 of each year, commencing October 15, 1974. The interim rental payment shall be an amount for each Unit subject to this Lease equal to .025% of the Cost (as such term is defined in the Equipment Trust Agreement) of such Unit for each day elapsed from and including the date such Unit is settled for under the Equipment Trust Agreement and the applicable Manufacturing Agreement to April 15, 1974; the next 30 semiannual payments shall each be in the amount equal to 4.35000% of the Cost of each Unit subject to this Lease delivered on or prior to December 31, 1973 and 4.56000% of the Cost for each Unit subject to this Lease delivered and accepted after December 31, 1973, but prior to April 15, 1974; and the final 10 semiannual payments shall each be in the amount equal to 2.50000% of the Cost of each Unit subject to this Lease delivered and accepted on or prior to December 31, 1973 and 2.60000% of the Cost of each Unit subject to this Lease delivered after December 31, 1973, but prior to April 15, 1974.

All rental and other payments provided for in this Lease to be made to the Lessor shall be made to the Lessor by the deposit of the funds to the account of the Lessor at the branch of such bank or trust company as shall be from time to time specified in writing by the Lessor.

If the date fixed for the payment of any rental shall be other than a Business Day (as defined in the Equipment Trust Agreement), such payment shall be due and payable on the next preceding Business Day.

This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent, reduction thereof or set-off against rent, including but not limited to, abatements, reductions or set-offs due or alleged to be due to, or by reason of, any past, present or future claims of the Lessee against the Lessor under this Lease or otherwise or against the Trustee or either or both of the Manufacturers; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the

respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use of or destruction of all or any of the Units from whatever cause, the prohibition of or other restriction against the Lessee's use of all or any of the Units, the interference with such use by any person or entity, the invalidity or unenforceability or lack of due authorization of this Lease or lack of right, power or authority of the Lessor to enter into this Lease, the breach by the Lessor of any representation, warranty or covenant of the Lessor contained in the second paragraph of Section 8 hereof, or by reason of any failure by the Lessor to perform any of its obligations herein contained, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. The Lessee shall have a right of action against the Lessor for any such breach of such representations and warranties or any such failure to perform such obligations, but without any right of set-off of such rents and other amounts payable by the Lessee hereunder.

Section 3. Term of Lease. The term of this Lease as to each Unit shall begin upon acceptance thereof by the Lessee pursuant to Section 1 hereof, and, subject to the provisions of Sections 6, 9, 17 and 19 hereof, shall terminate on the date on which the final semiannual payment of rent in respect thereof is due hereunder.

Notwithstanding anything to the contrary contained herein, all rights of Lessee under this Lease and in and to the Units, are subordinate, junior in rank and subject to the rights of the Trustee under the Equipment Trust Agreement.

The Lessee shall have the right to terminate this Lease at any time on or after the 15th day of April, 1989, upon giving not less than 90 days prior written notice to the Lessor, and the termination shall be effective on the rental payment date next following expiration of such notice period ("The Termination Date"), provided that Lessee shall be liable for rentals to and including but not after the "Termination Date", and provided that no Event of Default shall have occurred and be continuing. During the period from the giving of such notice until the Termination Date, Lessor may, and Lessee (as agent for Lessor) shall use its best efforts to, obtain bids for the purchase of the Units. (The parties agree that Lessee shall not be allowed to bid.) Lessee shall certify to Lessor in writing the amount of each bid received by Lessee and the name and address of the party submitting such bid. Lessor, on the Termination Date, shall sell

such Units, without recourse or warranty, against receipt in cash of the full amount of the purchase price, to the bidder submitting the highest bid and shall transfer to such purchaser all of Lessor's right, title and interest in and to such Units and thereupon Lessee shall deliver such Units to Lessor in accordance with the terms of Section 12 hereof. Lessor shall certify in writing to Lessee (i) the amount of such total sale price, (ii) the expenses incurred by Lessor in connection with such sale and (iii) that such total sale price represents the highest bid received by Lessor for the purchase of such Units. The total sale price realized at such sale shall be retained by Lessor and, in addition, on the Termination Date, Lessee shall pay to Lessor the amount, if any, by which the Termination Amount and an amount equal to the accrued rental for all Units then subject to this Lease to the date of such payment exceeds the proceeds of such sale less all reasonable expenses incurred by Lessor in selling such Units, whereupon the obligation of Lessee to pay the rental accruing hereunder with respect to such Units due and payable after the Termination Date shall cease and, upon payment of such rental, the term of this Lease shall terminate. In the event no such sale takes place, Lessee shall pay to Lessor the Termination Amount and an amount equal to the accrued rental for all Units then subject to this Lease to the date of such payment, whereupon the rental for such Units shall cease to accrue as of the date of such payment, the term of this Lease shall terminate and Lessor shall transfer to Lessee all of Lessor's right, title and interest in and to such Units.

Notwithstanding the foregoing, Lessor may elect not to sell such Units to the highest bidder or the Lessee on the Termination Date and Lessee shall deliver such Units to the Lessor in accordance with the terms of Section 12 hereof. Thereafter, Lessee shall be relieved of all obligation to pay the Termination Amount and, upon payment on the Termination Date of the accrued rental for all Units then subject to this Lease to the date of such payment, the rental for such Units shall cease to accrue as of the date of such payment and the term of this Lease shall terminate.

The Termination Amount of any Unit as of any rental payment date shall be that percentage of the Cost of such Unit as is set forth in the following schedule opposite the number of such rental payment dates (the number 30 being the rental payment due on April 15, 1989):

Rental PaymentDate No.Percentage

30	.....	26.1466
31	.....	25.2171
32	.....	22.6936
33	.....	21.5767
34	.....	19.6521
35	.....	18.3230
36	.....	16.2834
37	.....	14.7332
38	.....	12.5911
39	.....	10.8038
40	.....	0.0000

Section 4. Identification Marks. The Lessee will cause each Unit to be kept numbered with the identifying number as set forth in Schedule I hereto and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of such Unit, in letters not less than an inch in height, the following words: "OWNED BY A CORPORATION, BANK OR TRUST COMPANY SUBJECT TO AN EQUIPMENT TRUST AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20C", or other appropriate words designated by the Trustee, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the interest of the Lessor and the Trustee in and to such Unit and the rights of the Lessor under this Lease and the Equipment Trust Agreement and of the Trustee under the Equipment Trust Agreement. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until such words shall have been so marked on both sides thereof and will replace promptly any such words which may be removed, defaced or destroyed. The Lessee will not change or permit the identifying number of any Unit to be changed except in accordance with a statement of new identifying numbers to be substituted therefor, which statement previously shall have been filed with the Trustee and the Lessor by the Lessee and filed, recorded or deposited in all public offices where this Lease will have been filed, recorded or deposited.

Except as above provided the Lessee will not allow the name of any person, association or corporation to be placed on the Units as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may cause the Units to be lettered with the names, initials or other insignia customarily used by the Lessee or any permitted sublessee on railroad equipment used by it of the same or similar type for convenience of identification of their right to use the Units.

Section 5. Taxes. Subject to subdivision (E) of Section 14 hereof, all payments to be made by the Lessee hereunder will be free of expense to the Lessor and the Trustee for collection or

other charges and will be free of expense to the Lessor and the Trustee with respect to the amount of any local, state, provincial or federal United States, or Canadian taxes (other than any income taxes payable by the Lessor or any holder of any Trust Certificate or Trust Certificates as defined in the Equipment Trust Agreement in consequence of the receipt of payments provided herein and the aggregate of all franchise taxes measured by net income based on such receipts imposed by (A) any jurisdiction wherein the Lessor or such holder is incorporated or maintains its principal place of business or (B) federal United States or Canadian tax authorities to the extent that the Lessor or such holder receives credit for such Canadian taxes against its United States income tax liability except any such tax which is in substitution for or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as herein provided), assessments or license fees (and any charges, fines or penalties of any kind in connection therewith) (hereinafter called "impositions") hereafter levied or imposed upon or in connection with or measured by this Lease, the Equipment Trust Agreement or any of the instruments or agreements referred to herein or therein or contemplated hereby or thereby, or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof, the Equipment Trust Agreement or any such instruments or agreements, all of which impositions the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all impositions which may be imposed upon any Unit or for the use or operation thereof or upon the earnings arising therefrom or upon the Lessor solely by reason of its interest therein or upon the Trustee solely by reason of its title thereto and any and all impositions upon or on account of the trust created by the Equipment Trust Agreement or upon or on account of the Equipment Trust Agreement, or the transactions contemplated thereby (whether or not such transactions shall actually be consummated) or the instruments or agreements referred to therein or contemplated thereby, and will keep at all times all and every part of such Unit free and clear of all such impositions which might in any way affect the interests of the Lessor or the Trustee or result in a claim, lien, security interest or other encumbrance upon any such Unit and will supply the Lessor and the Trustee with a receipt or other evidence of such payment satisfactory to the Lessor and the Trustee; provided, however, that the Lessee shall be under no obligation to pay any impositions so long as it is contesting in good faith and by appropriate legal proceedings such impositions and the nonpayment thereof does not, in the opinion of the Lessor or the Trustee, adversely affect the property or rights of the Lessor or the Trustee hereunder or under the Equipment Trust Agreement and the Lessee shall have furnished the Trustee with an opinion (in form and substance satisfactory to the Trustee) of counsel (approved by the Trustee) to such effect. If any such impositions shall have been charged or levied against the Lessor

or the Trustee directly and paid by the Lessor, the Trustee, or such holder, the Lessee shall reimburse the Lessor or the Trustee, as the case may be, on presentation of an invoice therefor; provided, however, that the Lessee shall not be obliged to reimburse the Lessor or the Trustee for any such imposition so paid unless (a) prior to such payment, the Lessor or the Trustee shall have obtained the opinion of either of their respective counsel that either the Lessor, the Trustee was liable to pay such imposition, or (b) unless the Lessee shall have approved the payment thereof.

In the event any reports with respect to impositions are required to be made on the basis of individual Units the Lessee will either make such reports in such manner as to show the interests of the Lessor and the Trustee in such Units, if such is necessary or appropriate, or will notify the Lessor and the Trustee of such requirement and will make such reports in such manner as shall be satisfactory to the Lessor and the Trustee.

Notwithstanding any provision herein to the contrary, Lessee agrees to pay, and to indemnify and hold harmless, Lessor, the Trustee and each holder from time to time of a Trust Certificate or Trust Certificates harmless from, any and all taxes, including interest equalization taxes (together with any penalties, fines or interest thereon and any other costs and expenses incurred in contesting any of the foregoing or otherwise in connection therewith, including, without limitation, legal fees and disbursements) imposed against Lessor, the Trustee, or any holder from time to time of a Trust Certificate or Trust Certificates by the United States or Canada or any taxing authority thereof or therein in connection with the issuance, purchase, sale or acquisition of the Trust Certificates upon original issuance, the purchase, ownership, delivery, lease, assignment, pledge, possession, use, operation, return or other disposition of the Units, this Lease or the Equipment Trust Agreement or any transaction contemplated hereby or thereby.

All the obligations of the Lessee under this Section 5 and under Section 14 hereof shall survive the expiration or earlier termination of this Lease and are expressly made for the benefit of, and shall be enforceable against the Lessee and its successors by, the Lessor, the Trustee and each holder from time to time of a Trust Certificate or Trust Certificates.

In the event that, during the continuance of this Lease, the Lessee becomes liable for the payment or reimbursement of any impositions, pursuant to this Section 5, such liability shall continue, notwithstanding the termination of this Lease, until all such impositions are paid or reimbursed by the Lessee.

Section 6. Payment for Casualty Occurrences. In the event that any Unit shall be or become lost, stolen, destroyed or

damaged or worn out beyond economic repair, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise (any such occurrence being hereinafter called a Casualty Occurrence) during the term of this Lease or until such Unit shall have been returned to the Lessor in the manner provided in Section 12 hereof, the Lessee shall, within 30 days after it shall have determined that such Unit has suffered a Casualty Occurrence, fully notify the Lessor and the Trustee with respect thereto. On the Business Day immediately prior to the rental payment date next succeeding such notice (or, at the option of the Lessee, in the event such rental payment date shall occur within 15 days after such notice, on the Business Day immediately prior to the succeeding rental payment date) the Lessee shall pay to the Lessor an amount equal to the Casualty Value (as hereinafter defined) of such Unit as of such rental payment date in accordance with the schedule in the next succeeding paragraph. Upon the making of such payment by the Lessee in respect of any Unit, the rental for such Unit shall cease to accrue as of the date of such payment and the term of this Lease as to such Unit shall terminate. The Lessor and the Trustee shall, upon request of the Lessee, after payment by the Lessee of a sum equal to the Casualty Value of any such Unit, execute and deliver to or upon the order of the Lessee a bill of sale (without warranties except the warranty of title as set forth in this sentence) for such Unit such as will transfer to the Lessee such title to such Unit as the Lessor and the Trustee derived from the applicable Manufacturer free and clear of all liens, security interests and other encumbrances arising through the Lessor or the Trustee.

The Casualty Value of each Unit as of any rental payment date shall be determined by multiplying the Cost (as defined in the Equipment Trust Agreement) of such Unit by the applicable percentage set forth opposite each rental payment date in the applicable column in the following schedule:

CASUALTY SCHEDULE
FOR UNITS DELIVERED IN 1973

<u>Rental Payment</u>	<u>Loss Value</u>
1	90.0251
2	90.0503
3	90.1795
4	89.3875
5	89.2724
6	87.8317
7	87.4227
8	85.3843
9	84.6761
10	82.1833
11	81.3090
12	78.5056
13	77.4676
14	74.3954
15	73.1753
16	69.8762
17	68.4561
18	64.9716
19	63.3343
20	59.7058
21	57.8345
22	54.1032
23	51.9815
24	48.1883
25	45.8087
26	42.0420
27	39.5752
28	35.9912
29	33.4857
30	30.1061
31	29.4519
32	27.1979
33	26.3807
34	24.7461
35	23.7417
36	22.0142
37	20.8161
38	19.0110
39	17.6051
40	15.0000

Thereafter, the lesser of 15.000% of the Cost or the Fair Market Value thereof immediately prior to the Casualty Occurrence, such Fair Market Value to be calculated in the manner provided in Section 19 hereof.

CASUALTY SCHEDULE
FOR UNITS DELIVERED IN 1974

<u>Rental Payment</u>	<u>Loss Value</u>
1	104.2645
2	91.5075
3	91.7517
4	91.3333
5	91.2832
6	90.2837
7	90.0135
8	88.4156
9	87.8901
10	85.7433
11	84.9510
12	82.3204
13	81.2564
14	78.2201
15	76.9258
16	73.6152
17	72.1180
18	68.5780
19	66.8588
20	63.1308
21	61.1710
22	57.2962
23	55.0779
24	51.0982
25	48.6616
26	44.7217
27	42.1474
28	38.3314
29	35.6508
30	31.9848
31	31.1781
32	28.6598
33	27.6815
34	25.8420
35	24.6777
36	22.7614
37	21.4054
38	19.4262
39	17.8669
40	15.0000

Thereafter, the lesser of 15.000% of the Cost or the Fair Market Value thereof immediately prior to the Casualty Occurrence, such Fair Market Value to be calculated in the manner provided in Section 19 hereof.

The foregoing percentages have been computed without regard to recapture of Investment Tax Credit. Consequently the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth and seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Purchase Price set forth below.

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	14.0224%
Fifth	9.3483%
Seventh	4.6741%

Except as hereinabove in this Section 6 provided, the Lessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any Unit after delivery to and acceptance thereof by the Lessee hereunder.

Section 7. Insurance; Annual Reports. The Lessee will, at all times while this Lease is in effect, at its own expense, cause to be carried and maintained insurance (which may consist of self insurance) in respect of the Units at the time subject hereto, and public liability insurance (which may consist of self insurance), in amounts and against risks customarily insured against by railroad companies on similar equipment, and in any event in amounts and against risks comparable to those insured against by the Lessee on equipment owned by it and the benefits thereof shall be payable to the Lessor, the Trustee and the Lessee as their interest may appear and will furnish appropriate evidence of such insurance coverage upon the reasonable request of the Lessor. Any damages receivable from others, any salvage value recovered or paid by the Lessee, any condemnation payments and any net insurance proceeds received by the Lessor in respect of Units suffering a Casualty Occurrence (all hereinafter collectively referred to as Recoveries) shall be deducted from the amounts payable by the Lessee to the Lessor in respect of Casualty Occurrences pursuant to Section 6 and the excess of such Recoveries, if any, shall belong to the Lessor. If the Lessor shall receive any such Recoveries after the Lessee shall have made payments pursuant to Section 6 without deduction for such Recoveries, the Lessor shall pay such Recoveries to the Lessee up to an amount equal to the Casualty Value with respect to a Unit paid by the Lessee and any balance of such Recoveries shall remain the property of the Lessor.

All proceeds of insurance received by the Lessor in respect of insurance carried on any Unit or Units not suffering a Casualty Occurrence shall be paid to the Lessee upon proof satisfactory to the Lessor that any damage to such Unit in respect of which such proceeds were paid has been fully repaired.

On or before April 1 in each year, commencing with the year 1975, the Lessee will furnish to the Lessor and the Trustee, and the Purchaser (as defined in the Equipment Trust) so long as it will remain a holder of any Trust Certificate, in such number of counterparts or copies as may reasonably be requested an accurate statement signed by an authorized representative, (i) showing, as of the preceding December 31, the amount, description and numbers of all Units then leased hereunder and the amount, description and numbers of all Units that may have suffered a Casualty Occurrence, whether by accident or otherwise, during the preceding calendar year (or since the date of this Lease in the case of the first such statement), and such other information regarding the condition and state of repair of the Units as the Lessor or the Trustee may reasonably request, (ii) identifying the Units then subject to this Lease and (iii) stating that, in the case of all Units repaired or repainted during the period covered by such statement, the markings required by Section 4 hereof and Section 4.06 of the Equipment Trust Agreement have been preserved or replaced. The Lessor shall have the right, by its agents, but shall be under no obligation, to inspect the Units and the records of the Lessee with respect thereto at any reasonable time during continuance of this Lease.

The Lessee agrees that it will furnish to the Lessor and to each holder of a Trust Certificate or Trust Certificates, in duplicate, (i) as soon as available, and in any event within 120 days after the close of each fiscal year of the Lessee, the annual report of the Lessee, including a balance sheet, income statement and statement of retained income of the Lessee for the preceding fiscal year, all in reasonable detail and certified by an independent public accountant, and (ii) such additional information as the Lessor or any such holder may reasonably request concerning the Lessee in order to enable said party to determine whether the covenants, terms and provisions of this Lease have been complied with by the Lessee.

Section 8. Disclaimer of Warranties; Compliance With Laws and Rules; Maintenance; Indemnification. Lessee has selected the Manufacturers and determined the design and specifications of the Units. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, OR AS TO THE SUITABILITY, ADEQUACY, OPERATION, USE OR PERFORMANCE OF, THE UNITS DELIVERED

TO THE LESSEE HEREUNDER, AND THE LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR ANY PARTICULAR PURPOSE, it being agreed that all such risks, as between the Lessor and the Lessee, are to be borne by the Lessee; but the Lessor hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for the account of the Lessor and/or the Lessee as their interests may appear, whatever claims and rights the Lessor may have against the Manufacturers or the manufacturers of the components thereof. Lessor shall have no responsibility or liability under this Lease to the Lessee or any other person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Units or by any inadequacy thereof or deficiency or defect therein or by any other circumstance in connection therewith; (ii) the use, operation or performance of any Units or any risks relating thereto; (iii) any interruption of service, loss of business or anticipatory profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Units. The Lessee's acceptance of delivery of the Units shall be conclusive evidence as between the Lessee, the Lessor and the Trustee, that all Units described in a Certificate of Acceptance are in all the foregoing respects satisfactory to the Lessee and the Lessee will not assert any claim of any nature whatsoever against the Lessor or the Trustee based on any of the foregoing matters.

The Lessor represents, warrants and covenants as follows:

(i) At the time of delivery of each Unit under this Lease, the Lessor shall have such title to such Unit as is derived from the applicable Manufacturer and the Trustee, unimpaired by any act or omission of the Lessor or the Trustee which will in any manner prevent the performance of this Lease in accordance with its terms and, in addition, such Unit shall be free and clear of all claims, liens, security interests and encumbrances, except those created or arising under the Equipment Trust Agreement, which may result from claims against the Lessor or the Trustee not arising out of the lease or ownership thereof which will prevent the performance of this Lease in accordance with its terms; and

(ii) So long as the Lessee shall not be in default under this Lease, the Lessor shall not do (or suffer to be done by any person claiming through or against the Lessor and not against the Lessee or any sublessee) any act which interferes with any and all rights of the Lessee to peaceably and quietly hold, possess and use the Units in accordance with the terms of this Lease.

The Lessor covenants that any sale, assignment, transfer, mortgage or other disposition which it may make of this Lease or of any Unit, whether prior or subsequent to delivery to the Lessee, shall be expressly subject to the terms and provisions of this Lease, the Equipment Trust Agreement and the Assignment.

The Lessor covenants and agrees not to alter, amend or modify the Equipment Trust Agreement or the Assignment of Lease and Agreement, pursuant to which this Lease is assigned to the Trustee, without the prior written consent of the Lessee.

The Lessee agrees, for the benefit of the Lessor and the Trustee, to comply in all respects with all laws of the jurisdictions in which operations involving any Unit subject to this Lease may extend, with the Interchange Rules of the Association of American Railroads, if applicable, and with all lawful rules of any legislative, executive, administrative or judicial body or officer exercising any power or jurisdiction over any such Unit, to the extent such laws and rules affect the operations or use of such Unit; and the Lessee shall and does hereby indemnify the Lessor and the Trustee and agrees to hold the Lessor and the Trustee harmless from and against any and all liability that may arise from any infringement or violation of any such laws or rules by the Lessor or the Lessee, or their employees, or any other person. In the event that such laws or rules require the alteration of the Units or in case any equipment or appliance on any such Unit shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on such Unit in order to comply with such laws, regulations, requirements and rules, the Lessee agrees, at its own expense, to make such alterations, changes, additions and replacements and to use, maintain and operate such Unit in full compliance with such laws, regulations, requirements and rules so long as such Unit is subject to this Lease; provided, however, that the Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Lessor or the Trustee, adversely affect the property or rights of the Lessor or the Trustee hereunder or under the Equipment Trust Agreement.

The Lessee agrees that, at its own cost and expense, it will maintain and keep each Unit which is subject to this Lease in good order and repair, reasonable wear and tear excepted.

Any and all additions to any Unit and any and all parts installed on or replacements made to any Unit shall be considered accessions to such Unit (except such additions or parts as are not included in the Cost of the Units and as can be removed without damage to and without impairing the originally intended function or use of such Unit and without cost or expense to the Lessor or the Trustee) and there shall be immediately vested in

the Lessor and the Trustee the same interest in such accessions, parts or replacements as the interests of the Lessor and the Trustee in such Unit. The Lessee may make alterations or modifications in any Unit so long as it does not affect the value of such Unit adversely.

The Lessee agrees to indemnify and save harmless the Lessor and the Trustee against any charge or claim made against the Lessor or the Trustee and against any expense, loss or liability (including, but not limited to, strict liability imposed by statute or rule of law, counsel fees and expenses, patent liabilities, penalties and interest, but excluding any liability under Section 14 hereof) which the Lessor or the Trustee may incur in any manner by reason of the ownership or leasing of, or which may arise in any manner out of or as the result of the ordering, acquisition, purchase, use, operation, condition, delivery, rejection, storage or return of, any Unit while subject to this Lease or until no longer in the possession of or stored by the Lessee, whichever is later, or for any other cause whatsoever, and to indemnify and save harmless the Lessor and the Trustee against any charge, claim, expense, loss or liability (including but not limited to strict liability imposed by statute or rule of law and counsel fees and expenses) on account of any accident in connection with the delivery, operation, use, condition, possession or storage of any Unit resulting in damage to property or injury or death to any person; provided, however, that the Lessee shall not be required to indemnify the Lessor or the Trustee under this paragraph for direct negligence on the part of the Lessor or the Trustee (but not on the part of any agent of the Lessor or the Trustee), provided, further, however, that the Lessor and the Trustee will not be deemed negligent as a result of any act or omission of the designer or Manufacturer of any Unit or as a result of any act or omission of the Lessee. The indemnities arising under this paragraph shall survive payment of all other obligations under this Lease or the termination of this Lease.

The Lessee agrees to prepare and deliver to the Lessor and the Trustee within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Lessor and the Trustee) any and all reports known by the Lessee to be required to be filed by the Lessor or the Trustee, or requested by the Lessor or the Trustee to be filed, with any federal, state or other regulatory authority by reason of the interest of the Trustee and the Lessor in the Units or the leasing of the Units to the Lessee.

Section 9. Default. If, during the continuance of this Lease, one or more of the following events (hereinafter sometimes called Events of Default) shall occur:

A. default shall be made in the payment of any part of the rental provided in Section 2 or the payments provided in paragraph B of Section 14 or Section 18 hereof and such default shall continue for five days; or

B. the Lessee shall make or permit any unauthorized assignment or transfer of this Lease, enter into any amendment, modification or termination of the Lease without the prior written consent of the Trustee, or any unauthorized sublease or use of the Units or any thereof;

C. default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein or in the Consent (as hereinafter defined) and such default shall continue for 25 days after written notice to the Lessee specifying the default and demanding that the same be remedied; or

D. any proceedings shall be commenced by or against the Lessee for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganization, arrangements, compositions or extensions (other than a law which does not permit any readjustments of the obligations of the Lessee hereunder), and unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), and all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of the Lessee in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier;

then, in any such case, the Lessor, at its option, may:

(a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) by notice in writing to the Lessee terminate this Lease, whereupon all right of the Lessee to the use of the Units shall absolutely cease and determine as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon, the Lessor may by its

agents enter upon the premises of the Lessee or other premises where any of the Units may be and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Units for any purposes whatever; but the Lessor shall, nevertheless, have the right to recover from the Lessee any and all amounts which under the terms of this Lease may then be due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as liquidated damages for loss of the bargain and not as a penalty, a sum with respect to each Unit which represents the excess of (x) the present value at the time of such termination of the entire unpaid balance of all rentals for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit over (y) the then present value of the net rentals which the Lessor reasonably estimates to be obtainable for the lease of the Unit during such period, such present value to be computed in each case on a basis of 9% per annum discount compounded semiannually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated; (ii) any damages and expenses, including reasonable attorneys' fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease other than for the payment of rental; (iii) an amount which, after deduction of all taxes required to be paid by the Lessor in respect of the receipt thereof under the laws of the United States or Canada or any political subdivision thereof, shall be equal to any portion of the percentage of investment credit (hereinafter called the "Investment Credit"), allowed by Section 38 and related sections of the Internal Revenue Code of 1954, as amended (hereinafter called the Code), which was lost, not claimed, not available for claim, disallowed or recaptured by or from the Lessor as a result of the breach of one or more of the representations, warranties and covenants made by the Lessee in Section 14 hereof or any other provision of this Lease, the inaccuracy of any statement in any letter or document furnished to the Lessor by the Lessee, the termination of this Lease, the Lessor's loss of the right to use such Unit, any action or inaction by the Lessee or the sale or other disposition of the Lessor's interest in any such Unit after the occurrence of an Event of Default and (iv) after deduction of all taxes required to be paid by the Lessor in respect of the receipt thereof under the laws of the United States or Canada or any political subdivision thereof, such sum as, in the reasonable

opinion of the Lessor, will cause the Lessor's net return under this Lease to be equal to the net return that would have been available to the Lessor if it had been entitled to utilization of all or such portion of the maximum depreciation deduction authorized with respect to a Unit under Section 167 and related sections of the Code utilizing a twelve-year depreciable life taking into account an estimated Gross Salvage Value of 10% of the Cost reduced by 10% as provided in Section 167(f) of the Code and employing the double declining balance method of depreciation switching to the sum of the years digits method on January 1, 1975 (such depreciation deduction being hereinafter called the Depreciation Deduction), and the deduction in each taxable year of the Lessor for all interest paid during such year on the Trust Certificates compiled in accordance with Section 163 of the Code (hereinafter called the Interest Deduction) which was lost, not claimed, not available for claim, disallowed or recaptured by or from the Lessor as a result of a breach of one or more of the representations, warranties and covenants made by the Lessee in Section 14 or any other provision of this Lease, the inaccuracy of any statement in any letter or document furnished to the Lessor by the Lessee, the termination of this Lease, the Lessor's loss of the right to use any Unit or any action or inaction by the Lessee or the sale or other disposition of the Lessor's interest in any Unit after the occurrence of an Event of Default. Notwithstanding anything to the contrary contained in this clause (b), it is understood and agreed that the Lessee shall receive a credit in respect of the amount payable or paid pursuant to subclause (i) of this clause (b) equal to any net proceeds received by the Lessor upon the sale or the re-leasing of the Units to the extent that such net proceeds as actually received exceed the amount payable or paid pursuant to the said subclause (i).

Anything in this Section 9 to the contrary notwithstanding, any default in the observance or performance of any covenant, condition or agreement on the part of the Lessee which results solely in the loss by the Lessor of, or the loss by the Lessor of the right to claim, or the disallowance with respect to the Lessor of, all or any portion of the above-mentioned deductions, credits or other benefits, shall be, for all purposes of this Lease, deemed to be cured if the Lessee shall, on or before the next rental payment date after written notice from the Lessor of the loss, or the loss of the right to claim, or the disallowance of such deductions, credits or other benefits in respect of such Unit, agree to pay to the Lessor the revised rental rate in respect of such Units determined as provided in the third paragraph of Section 14 of this Lease.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive but shall be cumulative, and shall

be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make rental payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf.

The failure of the Lessor to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

Section 10. Return of Units Upon Default. If the Lease shall terminate pursuant to Section 9 hereof, the Lessee shall forthwith deliver possession of the Units to the Lessor. Each Unit returned to the Lessor pursuant to this Section 10 shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted, (ii) have attached or affixed thereto any addition to, parts installed on or replacement of such Units considered an accession thereto under Section 8 hereof, and (iii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, if applicable. For the purpose of delivering possession of any Unit or Units to the Lessor as above required, the Lessee shall at its own cost, expense and risk:

A. forthwith place such Units upon such storage tracks of the Lessee as the Lessor may reasonably designate,

B. permit the Lessor to store such Units on such tracks at the risk of the Lessee until all such Units have been sold, leased or otherwise disposed of by the Lessor, and

C. transport the same to any place on the tracks of the Lessee or any of its affiliates or to any connecting carrier for shipment, all as directed by the Lessor.

The assembling, delivery, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so as to cause the assembly, delivery, storage and transportation of the Units. During any storage period, the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of

any Unit, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence.

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 10, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be at the time in possession of such Unit. In connection therewith the Lessee will supply the Lessor with such documents as the Lessor may reasonably request.

Section 11. Assignment; Possession and Use. This Lease and the rentals and other sums due hereunder shall be assignable in whole or in part by the Lessor without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor. All the rights of the Lessor hereunder shall inure to the benefit of Lessor's assigns as if named herein as Lessor and to the holders of the Trust Certificates.

So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease, but, without the prior written consent of the Lessor, the Lessee shall not assign or transfer its leasehold interest under this Lease in the Units or any of them (except to the extent that the provisions of any mortgage now or hereafter created on any of the lines of railroad of the Lessee may subject the Lessee's leasehold interest to the lien thereof). In addition, the Lessee, at its own expense, will promptly cause to be duly discharged any lien, charge, security interest or other encumbrance (other than an encumbrance resulting from claims against the Lessor or the Trustee not related to the ownership of the Units or to the extent that the provisions of any mortgage now or hereafter created on any of the lines of railroad of the Lessee may subject the Lessee's leasehold interest to the lien thereof) which may at any time be imposed on or with respect to any Unit including any accession thereto or the interests of the Lessor, the Trustee or Lessee therein. The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of the immediately succeeding paragraph hereof.

So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession of the Units and to the use thereof by it or by any affiliated or subsidiary corporation upon its or their lines of railroad or upon lines of railroad over which the Lessee or such other corporation has trackage or other operating rights or over which railroad equipment of the Lessee or any such other corporation is regularly operated pursuant to contract, and also to permit the use of the Units upon other railroads in the usual interchange of traffic (if such interchange is customary at the time), but only upon and subject to all the terms and conditions of this Lease and the Equipment Trust Agreement.

Nothing in this Section 11 shall be deemed to restrict the right of the Lessee (i) to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to any corporation incorporated under the laws of Canada (which shall have duly assumed the obligations of the Lessee hereunder) into or with which the Lessee shall have become amalgamated, merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety; or (ii) to sublease any Unit to any subsidiary or affiliated corporations of the Lessee; provided, however, that the rights of such sublessee are made expressly subordinate to the rights and remedies of the Trustee under the Equipment Trust Agreement and the Lessor under this Lease.

The Lessor shall have the right to declare this Lease terminated in case of any unauthorized assignment or transfer of the Lessee's rights hereunder or in case of any unauthorized transfer or sublease of any of the Units.

The Lessee, at its own expense, will as soon as possible cause to be duly discharged any lien, charge, security interest or other encumbrance (other than the lien of the Equipment Trust Agreement or any encumbrance resulting from claims against the Lessor not related to the ownership or leasing of the Unit) which may at any time be imposed on or with respect to any Unit including any accession thereto or the interest of the Lessor, or the Lessee therein. The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of this Section 11.

Section 12. Return of Units Upon Termination. As soon as practicable on or after the termination of this Lease as to any or all of the Units, the Lessee will (unless the Units shall have suffered a Casualty Occurrence), at its own cost and expense, at the request of the Lessor, assemble such Units and deliver possession of such Units to the Lessor upon such storage tracks of the Lessee as the Lessor may reasonably designate and permit

the Lessor to store such Units on such tracks for a period not exceeding three months and transport the same, at any time within such three-month period, to any reasonable place on the lines of railroad operated by the Lessee or to any connecting carrier for shipment, all as directed by the Lessor upon not less than 30 days' written notice to the Lessee; the movement and storage of the Units to be at the expense and risk of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any Unit, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The assembling, delivery, storage and transporting of the Units as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. If any Unit shall have suffered a Casualty Occurrence, the Lessee shall thereupon assume and hold the Lessor harmless from all liability arising in respect of any responsibility of ownership thereof. Each Unit returned to Lessor pursuant to this Section (other than a Unit which has suffered a Casualty Occurrence) shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted and (ii) meet the standards then in effect under the interchange rules of the Association of American Railroads and the United States Federal Railroad Administration if applicable and the Canadian Transport Commission.

Section 13. Opinion of Counsel for the Lessee. On each Closing Date as defined in each Manufacturing Agreement for Units subject to this Lease, the Lessee will deliver to the Lessor and the Trustee the written opinion of counsel for the Lessee, in such number of counterparts as may reasonably be requested, and addressed to the Lessor and the Trustee, in scope and substance satisfactory to them and their counsel, to the effect that:

A. the Lessee is a corporation legally incorporated and validly existing in good standing under the laws of Canada, with full corporate power to enter into this Lease and the consent and agreement executed by the Lessee (herein called the Consent) to the assignment of this Lease to the Trustee as of the date hereof (herein called the Assignment);

B. this Lease and the Consent have been duly authorized, executed and delivered by the Lessee and constitute legal, valid and binding obligations of the

Lessee, enforceable in accordance with their respective terms;

C. upon deposit of the Equipment Trust Agreement, this Lease and the Assignment (including the Consent) in the office of the Registrar General of Canada and publication of notice of such deposit in the Canada Gazette in accordance with Section 86 of the Railway Act of Canada, no further act, filing, recording or deposit (or giving of notice) is required in order fully to protect in Canada or any Province or Territory thereof the rights of the Lessor under this Lease against any and all subsequent purchasers or mortgagees from the Lessee and/or from creditors of the Lessee;

D. no approval is required from any public regulatory body with respect to the entering into or performance of this Lease or the Consent, or all such approvals (which shall be specifically described) have been obtained; and

E. the entering into and performance of this Lease and the Consent will not result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Lessee is a party or by which it may be bound or contravene any provision of law, statute, rule or regulation to which the Lessee is subject or any judgment, decree, franchise, order or permit applicable to the Lessee.

The Lessee also agrees to furnish to the Lessor and the Trustee a copy, certified by the Secretary or an Assistant Secretary of the Lessee, of resolutions of the Board of Directors of the Lessee authorizing the Lessee to enter into this Lease and the Consent.

The Lessor agrees to furnish to the Lessee signed copies, addressed to the Lessee, of the opinion of counsel referred to in Paragraph 5(b) of the Purchase Agreement, which opinion shall in addition state that the Lessor is a corporation duly organized, validly existing and in good standing, under the laws of Delaware with full corporate power to enter into this Lease, each Manufacturing Agreement, the Equipment Trust Agreement and the Assignment, and of the opinion of counsel for each Manufacturer referred to in paragraph 3.04 (e) of the Equipment Trust Agreement.

Section 14. Indemnity in Respect of Tax Matters. A. The Lessor shall be entitled to such deductions, credits and other benefits as are provided by the Internal Revenue Code of 1954, as amended to the date hereof, to an owner of property including (without limitation), an allowance for the Depreciation Deduction (as defined in Section 9 of this Lease), the Investment Credit

(as defined in Section 9 of this Lease) and the Interest Deduction (as defined in Section 9 of this Lease).

The Lessee agrees that neither it nor any corporation controlled by it, in control of it, or under common control with it, directly or indirectly, will at any time take any action or file any return or other documents inconsistent with the foregoing and that each of such corporations will file such returns, take such actions and execute such documents as may be reasonable and necessary to facilitate accomplishment of the intent hereof.

If Lessor shall lose or shall not have or shall lose the right to claim, or if there shall be disallowed, or recaptured with respect to Lessor, all or any portion of the Investment Credit, Interest Deduction or Depreciation Deduction as are provided to an owner of property with respect to a Unit for any period prior to (i) the termination of this Lease and (ii) full compliance by Lessee with all of its obligations hereunder as the direct or indirect result of the following events:

(i) a "Determination" as defined in Section 1313(a) of the Code (hereinafter referred to as a "Determination") of additional tax liability resulting from the conclusion of the Internal Revenue Service that (A) any representation, fact, estimate, opinion or other statement which is contained in a certificate furnished to Lessor by Lessee, or any affiliated company or any officer, employee, agent or attorney thereof, which is contained in the Request for Rulings (as hereinafter defined) is fraudulent, untrue, incorrect, inaccurate, misleading, unreasonable or insufficient in whole or in part (including any omission of a material fact which causes such representation, fact, estimate, opinion or other statement to be misleading or insufficient in whole or in part); (B) any representation, fact, estimate, opinion or other statement made or stated in writing by Lessee, or any affiliated company or any officer, employee, agent or attorney thereof, in connection with the obtaining of the rulings requested in such Request for Rulings is fraudulent, untrue, incorrect, inaccurate, misleading, unreasonable or insufficient in whole or in part (including any omission of a material fact which causes such representation, fact, estimate, opinion or other statement to be misleading, or insufficient in whole or in part); or (C) Lessee, or any affiliated company or any officer, employee, agent or attorney thereof, has taken or failed to take any action whatsoever (including, without limitation, any action in respect of Lessee's or such affiliate's income tax returns) which action or non-action is inconsistent with or in contravention of any of the matters set forth in such Request for Rulings or set forth in the ruling issued pursuant thereto or in any closing agreement entered into in connection with such rulings; or

(ii) the representations contained in this Section 14 being untrue;

then, in such event, subject to the provisions of subdivision E of Section 14 of this Lease, Lessee shall pay to Lessor (x) as additional rent an amount which, after deduction of any taxes required to be paid by Lessor in respect of the receipt thereof under the laws of any Federal, state, or local government or taxing authority of the United States, shall be equal to the additional Federal, state or local income taxes payable by Lessor in consequence of the event and (y) the amount of any interest (including any additions to tax as a result of the underpayment of estimated tax) and penalty which may be assessed by any Federal, state or local taxing authority against Lessor in consequence of the event, which amounts shall be payable on written demand made by Lessor (but non-payment of such amount shall not constitute an Event of Default until 30 days after such written demand); provided, however, that in computing the amount of any such additional rent an allowance shall be made for the tax benefits attributable to the amounts by which the deduction for depreciation in later years will exceed the amounts which would have been allowable had there not been reductions in the amounts of depreciation allowed for earlier years; and an allowance shall be made for tax benefits attributable to the exclusion from the Lessor's income of revenue which would otherwise have been includable therein. In computing such allowance a discount factor of 9% per annum shall be utilized; provided, further, however, that such additional rent shall not be so paid if the Lessor shall have lost, or shall not have or shall have lost the right to claim, or if there shall have been disallowed with respect to the Lessor of all or any portion of, the Investment Credit, Interest Deduction or Depreciation Deduction with respect to such Unit as a direct result of the occurrence of any of the following events:

(1) a Casualty Occurrence with respect to such Unit, if the Lessee shall have paid to the Lessor the amounts stipulated under Section 6 hereof;

(2) a voluntary transfer by the Lessor of title to such Unit, the disposition by the Lessor of any interest in such Unit or the reduction by the Lessor of its interest in the rentals from such Unit under the Lease (other than as contemplated herein or in the other agreements referred to herein), unless, in each case, an Event of Default shall have occurred and be continuing;

(3) the amendment of the Equipment Trust Agreement without the prior written consent of the Lessee;

(4) the failure of the Lessor to claim the Investment Credit, Interest Deduction or Depreciation Deduction in its

income tax return for the appropriate year or the failure of the Lessor to follow proper procedure in claiming the Investment Credit, Interest Deduction or Depreciation Deduction with respect to such Unit; or

(5) the failure of the Lessor to have sufficient liability for the tax against which to credit such Investment Credit or sufficient income to benefit from the Depreciation Deduction or Interest Deduction, as applicable.

The Lessor agrees that if, in the opinion of its or the Lessee's independent tax counsel (herein referred to as Counsel), a bona fide claim to all or a portion of the Investment Credit, Interest Deduction or the Depreciation Deduction on any Unit exists in respect of which the Lessee is required to pay increased rental and interest and/or penalty as aforesaid to the Lessor as above provided, the Lessor shall, upon request and at the expense of the Lessee, take all such legal or other appropriate action deemed reasonable by Counsel in order to sustain such claim. The Lessor may take such action prior to making payment of the amounts claimed pursuant to a notice of disallowance or make such payment and then sue for a refund. In the latter event, if the final determination shall be adverse to the Lessor, the Lessee shall pay to the Lessor interest on the amount of the tax paid attributable to the Depreciation Deduction, Interest Deduction and/or Investment Credit disallowed, at the rate of 9% per annum, from the date of payment of such tax to the date the Lessee shall reimburse the Lessor for such tax in accordance with the provisions of this Section 14. The Lessor shall not be obligated to take any such legal or other appropriate action unless the Lessee shall first have agreed in writing to indemnify the Lessor for all liabilities and expenses which may be entailed therein and shall have furnished the Lessor with such reasonable security therefor as may be requested.

B. Notwithstanding any provision herein to the contrary (other than subsection (E) of this Section 14), if any Canadian governmental authority, federal or provincial, shall withhold or cause to be withheld from any rental payment made under Section 2 of this Lease or any additional rental payment made in this Section 14 any amounts in respect of taxes (hereinafter called "withholding taxes"), the following provisions will apply:

(1) The Lessee will, on the rental payment date when such rental payment is made, pay to the Lessor as additional rental a sum sufficient to permit payment of an amount equivalent to the amount due without regard to any such withholding taxes.

(2) The Lessee will pay such withholding taxes and will forthwith furnish to the Lessor all tax receipts obtainable by the Lessee in connection therewith and all information and

documents necessary or appropriate to enable the Lessor to substantiate a claim for credit or deduction for U. S. federal or any other income tax purposes with respect thereto.

(3) Upon receipt by the Lessor of (i) such tax receipts and other information and documents and (ii) the benefit of any reduction in the federal or any other income tax liability as determined by the Lessor in its sole discretion, resulting from the crediting or deducting of such withholding taxes in the computation of such tax, the Lessor will forthwith reimburse the Lessee an amount so that the Lessor shall be in the same position it would have been if such withholding taxes had not been imposed. It is agreed that such determination may be revised and new demand made upon Lessee after any disallowance of such credit or deduction upon audit by the U. S. Internal Revenue Service. The obligation of the Lessor under this subparagraph C will survive the termination of this Lease.

C. The Lessee's agreement to pay any sums which may become payable pursuant to this Section 14 shall survive the expiration or other termination of this Lease.

D. The Lessee represents, warrants and covenants that (i) none of the Units constitutes property the construction, reconstruction or erection of which was begun before April 1, 1971; (ii) at the time the Lessor becomes the owner of the Units, such Units will constitute "new section 38 property" within the meaning of Section 48(b) of the Code and at the time the Lessor becomes the owner of all Units, the Units will not have been used by any person so as to preclude "the original use of such property" within the meaning of Section 48(b) and 167(c)(2) of the Code from commencing with the Lessor, (iii) at all times during the term of this Lease, each Unit will constitute "section 38 property" within the meaning of Section 48(a) of the Code, will not be used predominantly outside the United States within the meaning of said Section 48(a) (or any exception thereto) and will be used by railroad companies; and (iv) the Lessee will maintain sufficient records to verify such use and such records shall be made available to the Lessor upon the Lessor's reasonable request during the Lessee's normal business hours for purposes of inspection or copying by Lessor or Lessor's agent. For purposes of the provisions of Section 81(4) (b) of the New York State Insurance Law, the Lessee further represents, warrants and covenants that the Units will be predominantly located within the United States.

E. If at any time during the initial term or any extensions thereof any change in Canadian federal or provincial law or regulations operates to cause any rental payment under Section 2 hereof or any additional rental payment under Section 14 hereof

or any additional payment under Section 18 (or any other payment under this Lease or any authorized assignment thereof) to become subject to Canadian federal or provincial income tax, (herein called "Canadian Taxation") or if any change in Canadian federal or provincial law or regulations requires the Lessee to withhold any amounts in respect of Canadian federal or provincial income tax (which amounts are hereinafter called ("Withholding Taxes") the following provisions shall apply:

(1) The Lessee shall notify the Lessor and the Trustee in writing that, in the opinion of counsel for the Lessee (signed copy of which opinion shall be attached to such notice), such change in law or regulations operates to impose Canadian Taxation upon such rental payments or to require the Lessee to remit withholding taxes, and in such notice the Lessee shall advise the final date upon which such Canadian taxation or withholding taxes are due and payable to the appropriate government authority (herein called the "Tax Deadline"), and

(2) The Lessee, shall have an option, exercisable by notice in writing to the Lessor and the Trustee at least 90 days prior to the rental payment date next preceding the Tax Deadline, to purchase from the Lessor all the Units at that time subject to this Lease. Such purchase shall be closed on the Rental Payment Date next preceding the Tax Deadline, and the purchase price on such Rental Payment Date with respect to each unit shall be the amount set opposite such Rental Payment Date in the appropriate schedule to Section 6 or Fair Market Value, whichever is higher. Upon the purchase of said Units, the Lessor and the Trustee shall execute and deliver to Lessee or to Lessee's assign or nominee, a bill of sale for each Unit such as will transfer to the Lessee, its assign or nominee, such title to such Unit as the Lessor and the Trustee derived from the manufacturer and the Lessor and Trustee shall warrant each such unit to be free and clear of all liens, security interests, and other encumbrances arising through the Lessor or Trustee, but neither the Lessor nor the Trustee shall be required to make any representation or warranty as to the condition of the units or as to any other matter.

(3) In the event that Lessee does not exercise the option contained in clause 2 hereof, then Lessee shall continue to be subject to and held to all its obligations and rights hereunder, including but not limited to such obligations in Sections 2 and 5, clause B of Section 14 and Section 18 hereof.

Section 15. Recording: Expenses. Prior to the delivery and acceptance of any Unit, the Lessee will, at its own expense, cause the Equipment Trust Agreement, this Lease and the

(b) The Lessee agrees to pay to the Lessor on the Business Day next preceding April 15, 1974, an amount equal to (x) the rental payment payable by the Lessor to the Trustee on April 15, 1974, under Section 4.04(3) (b) and (c) of the Equipment Trust Agreement in respect of interest payable on the Equipment Trust Certificates issued under the Equipment Trust Agreement, less (y) 70.8567% of the amount of the interim rental payment payable by the Lessee to the Lessor under Section 2 hereof.

(c) The Lessee agrees to pay to the Lessor promptly amounts equal to any rental payments which may become payable by the Lessor to the Trustee on or before the Cut-Off Date, under Section 4.04(1) of the Equipment Trust Agreement in respect of (i) any expenses incurred in connection with any purchase, sale or redemption by the Trustee of Investments (as defined in the Equipment Trust Agreement), which are made by the Trustee on the written or telegraphic request of the Lessee or otherwise required by the provisions of Section 8.04 of the Equipment Trust Agreement if such request is not made by the Lessee, and (ii) any loss of principal (including interest accrued thereon at the time of purchase) incurred in connection therewith.

(d) It is understood and agreed that the Trustee is obligated to the extent provided under the last paragraph of Section 8.04 of the Equipment Trust Agreement to pay to the Lessee any interest in excess of accrued interest paid from Deposited Cash (held under the Equipment Trust Agreement at the time of purchase) or other profit which may be realized from any sale or redemption of Investments.

Section 19. Renewal Options; Right of First Refusal. Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may, by written notice delivered to the Lessor not less than six months prior to the end of the initial term of this Lease or any extended term hereof, elect to extend the term of this Lease in respect of all, but not fewer than all, of the Units then covered by this Lease, for two additional five-year periods the first of which shall commence on the scheduled expiration of the initial term of this Lease and the second of which shall commence on the scheduled expiration of the first such extended term of this Lease, provided that no such extended term shall extend beyond April 15, 2004, at a rental, during the first such five-year period, in an amount equal to 1.87250% of the Cost of each Unit subject to this Lease as so extended, and, during the second such five-year period, in an amount equal to the "Fair Rental Value" of such Units, in each case payable in arrears in 10 semiannual payments for each five-year period; such semiannual payments to be made on April 15 and October 15 in each year of the applicable extended term.

Fair Rental Value shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's-length transaction between an informed and willing lessee-user (other than a lessee-user currently in possession) and an informed and willing lessor under no compulsion to lease and, in such determination, costs of removal from the location of current use shall not be a deduction from such value.

If on or before four months prior to the expiration of the term of this Lease, the Lessor and the Lessee are unable to agree upon a determination of the Fair Rental Value of the relevant Units, such value shall be determined in accordance with the foregoing definition by a qualified independent Appraiser. The term Appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon, or failing such agreement, a majority of a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third designated by the first two so selected. The Appraiser shall be instructed to make such determination within a period of 30 days following appointment, and shall promptly communicate such determination in writing to the Lessor and the Lessee. The determination so made shall be conclusively binding upon both Lessor and Lessee. The expenses and fee of the Appraiser shall be borne equally by the Lessor and the Lessee.

Prior to any sale, assignment, transfer or conveyance of any interest in the Units or any of them by the Lessor at any time after the expiration of the initial lease term or any extended lease term hereunder, the Lessor shall first offer such interest to the Lessee, who is hereby granted the preferential right to purchase for cash such interest (but not a lesser or different interest) on the same terms offered by or to any independent, bona fide, prospective purchaser, ready, willing and able to so purchase; in the event that the consideration offered to be paid for such interest is not wholly in cash and if the Lessor and the Lessee shall not agree upon the cash value of the offered consideration other than cash, then such cash value shall be determined by Appraisal in accordance with the next preceding paragraph of this Section 19. In any such case the Lessor shall promptly communicate in writing to the Lessee the offer made to or received by it from such independent, bona fide purchaser, ready, willing and able to purchase such interest, together with the name and address of such purchaser, and the Lessee shall have the right for a period of 14 days after the giving of said notice to elect to purchase such interest upon the same terms by giving written notice within such 14-day period to the Lessor. If the Lessee does not elect to purchase such interest within such 14-day period, the Lessor shall have the right to complete said sale, assignment, transfer or conveyance in accordance with said offer within 60 days after the expiration of said 14-day period, provided that if the Lessor fails to complete said sale, assignment, transfer or conveyance within said period of 60 days,

the preferential purchase right of the Lessee pursuant to this paragraph shall apply to any subsequent sale, assignment, transfer or conveyance. Upon any purchase of the Units pursuant to this paragraph by the Lessee, the Lessor shall upon request of the Lessee execute and deliver to Lessee, or to the Lessee's assignee or nominee, a bill of sale (without warranties) for each Unit such as will transfer to the Lessee such title to such Unit as the Lessor and the Trustee derived from the Manufacturer free and clear of all liens, security interests and other encumbrances arising through the Lessor or the Trustee.

The Lessor intends to retain the Units for re-leasing after the expiration of the initial term of this Lease and any extensions hereof as provided in this Section 19.

Section 20. Purchase of the Lessor's Interest by Lessee if Favorable Tax Ruling is not Received. In the event that on or before July 1, 1974, the United States Internal Revenue Service shall not have issued to the Lessor, upon a request by it (herein called the Request for Ruling) a favorable tax ruling to the effect that: (i) this Lease constitutes a lease; (ii) the Lessor is entitled to the Interest Deduction with respect to the interest payable by the Lessor on the Trust Certificates; (iii) the Lessor is entitled to the Investment Credit allowed under the Code in respect of 100% of the Cost of the Units; and (iv) the Lessor is entitled to the Depreciation Deduction in respect of 100% of the Cost of the Units: then on July 15, 1974, the Lessee shall purchase and accept all of the Lessor's right, title and interest in and to the Units at a price equal to the aggregate of (A) the Lessor's original investment in the Cost of the Units, (B) interest at the rate of 9% per annum on the amount referred to in clause (A) above from the date of such investment to and including July 15, 1974, and (C) all fees, costs and expenses of any nature whatsoever (including without limitation all brokerage commissions, attorneys' and accountants' fees, printers' charges and all fees, costs and expenses incurred in connection with the Request for Ruling) incurred by the Lessor in connection with such original investment, such purchase by the Lessee pursuant to this Section 20 or otherwise in connection with the transactions contemplated by this Lease and the Trust Agreement, and to deliver to the Lessor an undertaking whereby the Lessee assumes and agrees to pay, perform and discharge all obligations of the Lessor in respect of the Equipment Trust Agreement and agrees to execute and deliver to the Trustee such further documentation in connection with such purchase and assumption as the Trustee may reasonably request. Prior to such purchase the Lessor will, in accordance with Section 1.48-4(f) of the Income Tax Regulations, file a statement with the Lessee of the Lessor's election to treat the Lessee as having purchased the Units for purposes of the credit allowed by Section 38 of the Internal Revenue Code of 1954. The payment of such purchase price shall be made at Chicago, Illinois, in immediately available funds against

delivery of a bill of sale from the Lessor transferring all of the Lessor's right, title and interest in and to the Units free and clear of all liens (other than the liens of the Equipment Trust Agreement and the Assignment) arising from acts of the Lessor. The Lessor shall not be required to make any representation or warranty as to the condition of the Units or as to any other matter. After any such purchase pursuant to this Section 20 this Lease shall remain in full force and effect and the Lessee shall continue to perform all of its obligations as the Lessee hereunder and shall also perform all of the obligations and, subject to the Equipment Trust Agreement and the Assignment, be entitled to all of the rights of the Lessor hereunder as if originally named as the lessor herein. Simultaneously with such purchase pursuant to this Section 20 the Lessee shall assume all of the obligations of the Lessor under the Equipment Trust Agreement as if originally named as the Company hereunder and shall execute and deliver such instruments and documents (in form and substance satisfactory to the Trustee) as the Trustee may reasonably request to evidence further such assumption (which instrument shall include an assumption in such capacity under the Equipment Trust Agreement of the obligations of the Lessee set forth in Sections 5 and 14 hereof).

Section 21. Mileage Allowance; Subrogation; Further Assurance. Provided the Lessee is not in default hereunder, the Lessee shall be entitled to (i) all mileage allowances and other moneys payable by reason of the use of the Units, and any such mileage allowances or other moneys received by the Lessor shall be forthwith remitted to the Lessee, and (ii) the proceeds of any claim or right of the Lessor or the Lessee against third persons for injury, damage or loss with respect to any Unit or the use or operation thereof, including settlements pursuant to the rules of the Association of American Railroads, and the Lessee shall be subrogated to the extent of the Lessee's interest to all the Lessor's rights of recovery therefor against any other person, firm or corporation. The Lessor hereby authorizes the Lessee to make settlement of, receive payment and receipt for any and all such claims on behalf of the Lessor, and the Lessor agrees to execute and deliver from time to time such instruments and do such other acts and things as may be necessary or appropriate more fully to evidence the Lessee's authority and/or to vest in the Lessee such proceeds to the extent of the Lessee's interest therein or to effect such subrogation; and in the event of any loss, damage or destruction in respect of which the Lessee is entitled to proceeds or subrogation as aforesaid, the Lessor shall refrain from doing any act or executing any instrument which would prejudice the right of the Lessee to such proceeds or to such subrogation.

The Lessee covenants and agrees from time to time at its expense to do all acts and execute all such instruments of further assurance as it shall be reasonably requested by the

Lessor to do or execute for the purpose of fully carrying out and effectuating this Lease and the intent hereof.

Section 22. Execution. Although this Lease is dated as of October 15, 1973 for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

Section 23. Law Governing. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act of the United States, the applicable recording laws of Canada and of the Provinces or Territories thereof and such additional rights arising out of the filing, recording or depositing hereof and of any assignment hereof or out of the marking on the Units as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited or in which any Unit may be located.

Section 24. Notices. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States or Canadian registered mails, first-class postage prepaid, addressed as follows:

If to the Lessor, 4001 West Devon Avenue, Chicago, Illinois 60646, Attention of Vice President -- Finance, with a copy to ITEL Leasing Corporation, One Embarcadero Center, San Francisco, California 94104, Attention of Contract Administration;

If to the Lessee, Windsor Station, Room 245, Montreal 101, Quebec, Canada, Attention of Vice President -- Finance and Accounting;

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

Section 25. Definitions. If and so long as this Lease is assigned to the Trustee (or any successor thereto) for collateral purposes, wherever the term "Lessor" is used in this Lease it shall also apply and refer to the Trustee and any successors thereto (with the exception of Section 14 hereof) unless the context shall otherwise require and except that the Trustee shall not be subject to any liabilities or obligations under this Lease; and the fact that the Trustee is specifically named in certain provisions shall not be construed to mean that the Trustee (and any successors thereto) is not entitled to the benefits of other provisions where only the Lessor is named. For all purposes of Section 5 and 8 of this Lease, the term "Trustee"

shall include each holder from time to time of any Trust Certificate or Trust Certificates and their respective interests in the trust estate hereunder, including but not limited to the Trust Equipment.

Section 26. Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the Units and supersedes all other agreements, oral or written, with respect to the Units. No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee.

Section 27. No Recourse. No recourse shall be had in respect of any obligation due under this Lease, or referred to herein, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Lessor or the Lessee, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being forever released as a condition of and as consideration for the execution of this Lease.

Section 28. Counterpart Execution. This Lease may be executed in several counterparts, but the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the Lessor and the Lessee, each pursuant to due corporate authority, have caused this instrument to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

BORG WARNER
EQUITIES CORPORATION,

by

Vice President

[CORPORATE SEAL]

Attest:

Secretary

CANADIAN PACIFIC LIMITED,

by

Vice President of the
Company

[CORPORATE SEAL]

Attest:

Secretary

STATE OF ILLINOIS)
) ss.:
 COUNTY OF COOK)

On this day of , 1973, before me personally
 appeared , to me personally
 known, who, being by me duly sworn, says that he is a Vice
 President of BORG WARNER EQUITIES CORPORATION, that one of the
 seals affixed to the foregoing instrument is the corporate seal
 of the said corporation, that said instrument was signed and
 sealed on behalf of said corporation by authority of its Board of
 Directors, and he acknowledged that the execution of the
 foregoing instrument was the free act and deed of said
 corporation.

My commission expires

 Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC)
)
 CITY OF MONTREAL)

On this day of , 1973, before me personally
 appeared , to me personally
 known, who, being by me duly sworn, says that he is the Vice
 President of the Company of CANADIAN PACIFIC LIMITED, that one of
 the seals affixed to the foregoing instrument is the corporate
 seal of the said corporation, that said instrument was signed and
 sealed on behalf of said corporation by authority of its Board of
 Directors, and he acknowledged that the execution of the
 foregoing instrument was the free act and deed of said
 corporation.

 Commissioner for Oaths

My commission is for life.

[COMMISSIONER'S SEAL]

SCHEDULE I-Lease

Basic Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost per Unit</u>	<u>Identifying Numbers (both inclusive)</u>
200	100-Ton Bulkhead Flat Cars	\$21,345.26 (Based on Exchange at Par with Canadian Dollar)	CPI 317000 to 317199 inclusive
12	70-Ton Flush Deck Flat Cars with Saddleback Equipment	\$24,933. (U.S.)	CPAA 590025 to 570036 inclusive

ANNEX C

ASSIGNMENT OF LEASE AND AGREEMENT dated as of October 15, 1973, by and between BORG WARNER EQUITIES CORPORATION (hereinafter called the Company), and INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement dated as of October 15, 1973 (hereinafter called the Equipment Trust Agreement), between the Trustee and the Company.

WHEREAS the Company, as Lessor, and Canadian Pacific Limited, as Lessee (hereinafter called the Lessee), have entered into a Lease (as defined in the Equipment Trust Agreement), providing for the leasing by the Company to the Lessee of the Units (as defined in the Lease); and

WHEREAS, in order to provide security for the obligations of the Company under the Equipment Trust Agreement and as an inducement to the purchasers of the Equipment Trust Certificates to be issued under the Equipment Trust Agreement to purchase said Certificates, the Company has agreed to assign for security purposes its rights in, to and under the Lease to the Trustee;

Now, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed the parties hereto agree as follows:

1. As security for the payment and performance of its obligations under the Equipment Trust Agreement, the Company hereby assigns, transfers and sets over unto the Trustee all the Company's rights, title and interest as Lessor under the Lease, including without limitation the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Company from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payments, liquidated damages or otherwise (such moneys other than as excepted by the provision to this sentence being hereinafter called the Payments) and the right to make all waivers and agreements to give all notices, consents and releases to take all action upon the happening of an Event of Default specified in the Lease and to do any and all other things whatsoever which the Company as Lessor is or may become entitled to do under the Lease but excepting and reserving to the Lessor, however, all rights of the Lessor under the Lease (1) to sue for and to receive damages under the Lease for the breach of and to receive payments directly in respect of any covenant, representation or warranty of the Lessee which is for the exclusive benefit of the Lessor under Sections 5, 9(b)(iii) and (iv) (but only to the extent such payments do not exceed the amount of the Company's investment in

the Cost of the Equipment (as defined in the Equipment Trust Agreement)) and subsections (A), (C) and (D) of Section 14 of the Lease and in the event of a termination of the Lease pursuant to Section 9(b) thereof to sue for and receive damages under the Lease payable under Section 9(b) (iii) and (iv) of the Lease (but only to the extent such damages do not exceed the amount of the Company's investment in the Cost of the Equipment (as defined in the Equipment Trust Agreement)) and (2), subject to the foregoing clause 1, in respect of all indemnities provided in the Lease for the benefit of the Lessor, but the reservation in this clause (2) shall not prevent any suit and recovery by the Trustee or any holder of any Trust Certificate or Trust Certificates under the Lease in respect of any indemnities provided in the Lease for the benefit of the Trustee or such holder.

The Company agrees to cause all the Payments to be made directly to the Trustee at 627 Southwest Twenty-seventh Avenue, Miami, Florida 33135, Attention: Corporate Trust Office. The Trustee will accept all Payments and all other payments pursuant to this Assignment and will apply the same as follows: first, to or toward the payment of all amounts then due and payable or which shall become due and payable on the next succeeding April 15 or October 15, as the case may be, under the Equipment Trust Agreement and the Trustee shall credit such Payments and such payments pursuant to this Assignment so applied to the amounts so due and payable or so to become due and payable on the next succeeding April 15 or October 15, as the case may be, by the Company under the Equipment Trust Agreement; and second, so long as, to the actual knowledge of the Trustee, no Event of Default (as defined in the Equipment Trust Agreement) or event known to the Trustee which, with notice or lapse of time or both, would constitute an Event of Default shall have occurred and then be continuing, any balance of such Payments and such payments pursuant to this Assignment remaining shall be paid over to the Company by the Trustee. So long as, to the actual knowledge of the Trustee, an Event of Default or event which with notice or lapse of time or both, would constitute an Event of Default shall then be continuing, the Trustee shall not pay over any of the Payments or such payments pursuant to this Assignment, but, during such continuance, shall apply all Payments and all such payments pursuant to this Assignment in a manner consistent with the provisions of the Equipment Trust Agreement.

2. The assignment made hereby is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to, or transfer, or pass, or in any way affect or modify any liability of the Company under the Lease, it being understood and agreed that notwithstanding such assignment or any subsequent assignment all obligations of the Company to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Company or persons other than the Trustee.

3. To protect the security afforded by this Assignment the Company agrees as follows:

(a) Faithfully to abide by, perform and discharge each and every obligation, covenant and agreement of the Lease by the Company to be performed; at the sole cost and expense of the Company (except as otherwise provided herein or by any of the instruments or agreements referred to herein or in the Equipment Trust Agreement), to enforce or secure the performance of each and every obligation, covenant, condition and agreement contained in the Lease by the Lessee to be performed; without the written consent of the Trustee not to anticipate the rents under the Lease or to waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein; to hold any Payments received by the Company which are assigned and set over to the Trustee by this Assignment in trust for the Trustee and to turn them over to the Trustee forthwith in the same form in which they are received for application in accordance with the terms and conditions hereof.

(b) At the Company's sole cost and expense (except as otherwise provided herein or by any of the instruments or agreements referred to herein or in the Equipment Trust Agreement), to (i) appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the Lease or obligations, duties or liabilities of the Company and the Lessee thereunder and (ii) pay all costs and expenses of the Trustee, including attorneys' fees in a reasonable sum, in any action or proceeding pertaining thereto in which the Trustee may appear.

(c) That should the Company fail to make any payment or to do any act as herein provided, then the Trustee, but without obligation so to do and without notice to or demand on the Company and without releasing the Company from any obligation hereunder, may make or do the same in such manner and to such extent as the Trustee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Trustee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Company contained in the Lease; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees.

(d) To pay immediately upon demand, all sums expended by the Trustee under the authority hereof, together with interest thereon at the rate of 10% per annum.

4. The Company does hereby constitute the Trustee the Company's true and lawful attorney, irrevocably, with full power (in the name of the Company, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Company is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Company's obligations under the Equipment Trust Agreement, the assignment made hereby and all rights herein assigned to the Trustee shall terminate, and all estate, right, title and interest of the Trustee in and to the Lease and the Payments shall revert to the Company.

6. The Company represents and warrants that (a) the execution and delivery by the Company of the Lease, this Assignment and the Equipment Trust Agreement have each been duly authorized, and the Lease, this Assignment and the Equipment Trust Agreement are and will remain the valid and binding obligations of the Company in accordance with their terms; (b) the Company has not executed any other assignment of the Lease and the Trustee's right to receive all payments under the Lease is and will continue to be free and clear of any and all liens, agreements, security interests or other encumbrances (c) notwithstanding this Assignment, the Company will conform and comply with each and all of the covenants and conditions in the Lease and the Equipment Trust Agreement set forth to be complied with by it, (d) to the knowledge of the Company, it has performed all obligations on its part to be performed under the Lease and the Equipment Trust Agreement on or prior to the date hereof and (e) the Lease and the Equipment Trust Agreement are in full force and effect and have not been canceled and to the knowledge of the Company there has not occurred on or prior to the date hereof any Event of Default (as that term is defined in the Equipment Trust Agreement) or any event which with notice and/or lapse of time would constitute such an Event of Default.

If an Event of Default (as defined in the Equipment Trust Agreement) shall occur and be continuing, the Trustee shall be entitled (i) to exercise all the rights, privileges and remedies available to the Lessor under the Lease and to the Trustee under the Equipment Trust Agreement and (ii) to do any acts which the Trustee deems proper to protect the security hereof, either with

or without taking possession of the Units. The taking possession of the Units and the taking of any action permitted as aforesaid shall not cure or waive any default or waive, modify or affect any default hereunder or under the Lease or the Equipment Trust Agreement, or invalidate any act done hereunder.

7. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee under the Lease for any instalment of, or interest on, any rental or other sum owing thereunder, or to enforce any provisions of the Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Lessee or its successors, arising out of a breach by the Company of any obligation under the Lease or arising out of any other indebtedness or liability at any time owing to the Lessee or its successors from the Company. Any and all such obligations of the Company shall be and remain enforceable against and only against the Company and shall not be enforceable against the Trustee or any party or parties in whom any of the rights of the Company under the Lease shall vest by reason of the successive assignments or transfers.

8. The Company will from time to time execute all such financing statements and supplemental instruments and documents as the Trustee may from time to time reasonably request in order to confirm or further assure the assignment made hereby and the provisions hereof.

9. The Trustee may assign to any successor trustee appointed pursuant to Section 8.06 of the Equipment Trust Agreement or any co-trustee or separate trustee appointed pursuant to Section 8.09 thereof all or any of its rights under the Lease, including the right to receive any payments due or to become due to it from the Lessee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all obligations of the Trustee hereunder.

10. The Company agrees that it will not, without the prior written consent of the Trustee, enter into any agreement amending, modifying or terminating the Lease and that any amendment, modification or termination thereof without such consent shall be void, and agrees that it will not take any action or omit to take any action the taking or omission of which might result in an alteration or impairment of the Lease.

11. This Assignment shall be governed by the laws of the State of Illinois, provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act of the United States, the applicable recording laws of Canada and such additional rights arising out of the filing,

recording or depositing hereof and of any assignment hereof or out of the markings on the Units as shall be conferred by the laws of the several jurisdictions in which this Assignment or any further assignment hereof shall be filed, recorded or deposited or in which any Unit may be located.

12. The Company shall cause copies of all notices received in connection with the Lease to be promptly delivered to the Trustee at 627 Southwest Twenty-seventh Avenue, Miami, Florida 33135, Attention: Corporate Trust Office or at such other address as the Trustee shall designate.

13. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Company hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

14. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by an officer thereunto duly authorized, as of the date first above written.

[CORPORATE SEAL]

BORG WARNER EQUITIES CORPORATION,

Attest:

by

Secretary

Vice President

Accepted:

INTER NATIONAL BANK OF MIAMI,
as Trustee,

by

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this day of , 1973, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is a Vice
President of BORG WARNER EQUITIES CORPORATION, that the seal
affixed to the foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed on behalf
of said corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument was
the free act and deed of said corporation.

My commission expires

Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC

ss.:

CITY OF MONTREAL

On this day of , 1973, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is Vice
President of the Company of CANADIAN PACIFIC LIMITED, that the
seal affixed to the foregoing instrument is the corporate seal of
said corporation and that said instrument was signed and sealed
on behalf of said corporation by authority of its Board of
Directors and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

Commissioner for Oaths

[SEAL]

\$3,294,836.55

9% EQUIPMENT TRUST CERTIFICATES

Due April 15, 1989

(Secured by Canadian Pacific Limited Lease Obligations)

EQUIPMENT TRUST AGREEMENT

Dated as of October 15, 1973

by and between

INTER NATIONAL BANK OF MIAMI,

Trustee

and

BORG WARNER EQUITIES CORPORATION

EQUIPMENT TRUST AGREEMENT dated as of October 15, 1973, between INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee), and BORG WARNER EQUITIES CORPORATION, a Delaware corporation having its principal place of business in the State of Illinois (hereinafter called the Company).

WHEREAS, the Company has agreed to sell, assign and transfer to the Trustee the railroad equipment described in Schedule I hereto subject to the provisions hereof, which equipment is to be manufactured and sold pursuant to respective Manufacturing Agreements to be dated as of October 15, 1973 (hereinafter collectively called the Manufacturing Agreements) amongst the Company, Canadian Pacific Limited (hereinafter called the Lessee), Marine Industries Limited (hereinafter called Marine) and Bethlehem Steel Corporation (hereinafter called Bethlehem), the Manufacturing Agreements to be substantially in the forms of Annexes A-1 and A-2 hereto; and

WHEREAS, such title is to be vested in and is to be retained by the Trustee until released under the provisions hereof; and

WHEREAS, the Company proposes to enter into a Lease to be dated as of October 15, 1973 (hereinafter called the Lease), with the Lessee, substantially in the form of Annex B hereto, pursuant to which the Company will lease such railroad equipment to the Lessee, and the Company's right, title and interest as Lessor under the Lease is to be assigned to the Trustee pursuant to the Assignment (as hereinafter defined); and

WHEREAS, the 9% Equipment Trust Certificates, Due April 15, 1989 (Secured by Lease Obligations of Canadian Pacific Limited), (hereinafter called the Trust Certificates), are to be issued and sold, and the proceeds of such sale are to be held in trust by the Trustee and are to constitute a fund to be known as Equipment Trust, Due April 15, 1989 (Secured by Lease Obligations of Canadian Pacific Limited), to be applied by the Trustee as provided herein; and

WHEREAS, the text of the Trust Certificates is to be substantially in the following form:

[FORM OF TRUST CERTIFICATE]

No.

9% EQUIPMENT TRUST CERTIFICATE
DUE APRIL 15, 1989

(Secured by Lease Obligations of Canadian Pacific Limited)

Inter National Bank of Miami, Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement dated as of October 15, 1973 (hereinafter called the Agreement), between the Trustee

and Borg Warner Equities Corporation, a Delaware corporation (hereinafter called the Company), certifies that or registered assigns is entitled to an interest of \$ in Equipment Trust, Due April 15, 1989 (Secured by Lease Obligations of Canadian Pacific Limited), due and payable on April 15, 1989, payable in instalments as hereinafter provided, and to interest on the amount of unpaid principal from time to time due and owing pursuant to this Certificate due and payable semiannually on April 15 and October 15 in each year commencing April 15, 1974, at the rate of 9% per annum from the date hereof until such principal amount becomes due and payable, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 10% per annum. Payments of principal and interest shall be made to the registered holder at the principal Corporate Trust Office of the Trustee in Miami, Florida, in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payments of public and private debts. Each of such payments shall be made only from and out of, and only to the extent of, rentals or other moneys received by the Trustee and applicable to such payment under the provisions of the Agreement or under the provisions of an Assignment of Lease and Agreement dated as of October 15, 1973, between the Company and the Trustee. The liability of the Company for all payments to be made by it to the Trustee under the Agreement is limited by Section 4.03 of the Agreement. The principal amount of the Trust Certificates is due and payable in 30 semiannual instalments of principal payable on April 15 and October 15 in each year commencing October 15, 1974, calculated as provided in the Agreement so that the aggregate of the principal and interest payable on each such date shall be substantially equal. Interest shall be computed hereunder on the basis of a 360-day year of twelve 30-day months. Since partial payments of principal on this Certificate are not required to be noted on this Certificate, inquiry should be made at said office of the Trustee as to the principal amount at any time remaining unpaid hereon.

This Certificate is one of an authorized issue of Trust Certificates in an aggregate principal amount not exceeding \$3,294,836.55 and issued or to be issued under the Agreement, under which title to certain railroad equipment (or cash or obligations defined in the Agreement as "Investments" in lieu thereof, as provided in the Agreement) and the above-mentioned Assignment of Lease and Agreement are held by the Trustee in trust for the equal and ratable benefit of the holders of the Trust Certificates issued thereunder. Reference is made to the Agreement and the Schedule and Annexes thereto (copies of which are on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof hereby incorporated herein, to all of which the registered holder hereof, by accepting this Certificate, assents.

The transfer of this Certificate in whole or in part may be registered upon the terms and conditions set forth in the Agreement on the books of the Trustee upon surrender to the Trustee at said office of the Trustee of this Certificate accompanied by a written instrument of transfer, duly executed by the registered holder in person or by duly authorized attorney, in form satisfactory to the Trustee. The Trustee and the Company may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and interest and for all other purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) all instalments of principal and interest represented by this Certificate may become or be declared due and payable in the manner and with the effect provided in the Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by one of its Authorized Officers, by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereunto affixed or hereon imprinted and to be attested by the manual signature of one of its Authorized Officers.

Dated as of

INTER NATIONAL BANK OF MIAMI
Trustee

Attest:

by _____
Authorized Officer

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or other
identifying number of Assignee

.....
the within Equipment Trust Certificate and does hereby
irrevocably constitute and appoint _____
attorney to transfer the said Certificate on the books of the
within named Trustee, with full power of substitution in the
premises.

Dated.....

WHEREAS, it is desired to secure to the holders of the Trust
Certificates the payment of the principal thereof, as hereinafter
more particularly provided, with interest thereon, as hereinafter
provided, payable semi-annually in each year, and to evidence the
rights of the holder or holders of the Trust Certificates in
substantially the form hereinbefore set forth;

NOW, THEREFORE, in consideration of the mutual covenants and
promises herein contained, the parties hereto hereby agree as
follows:

ARTICLE ONE

Definitions

Section 1.01. Definitions. The following terms (except as
otherwise expressly provided or unless the context otherwise
requires) for all purposes of this Agreement shall have the
respective meanings hereinafter specified:

Affiliate of any corporation shall mean any corporation
which, directly or indirectly, controls or is controlled by, or
is under common control with, such corporation. For the purposes
of this definition, control (including controlled by and under
common control with), as used with respect to any corporation,
shall mean the possession, directly or indirectly, of the power
to direct or cause the direction of the management and policies
of such corporation, whether through the ownership of voting
securities or by contract or otherwise.

Agent shall mean any of Bank of Montreal, The Royal Bank of
Canada or Canadian Imperial Bank of Commerce, as the Lessee and

Lessor shall mutually agree at or before each Closing under either of the Manufacturing Agreements.

Assignment shall mean the Assignment of Lease and Agreement dated as of October 15, 1973, by the Company to the Trustee substantially in the form of Annex C hereto.

Authorized Officer shall mean such person or persons as are duly authorized or designated by or on behalf of the board of directors or executive committee of the Trustee to sign, certify, countersign or attest documents on behalf of the Trustee.

Bethlehem Equipment shall mean the Equipment delivered and accepted under Manufacturing Agreement No. 2.

Business Day shall mean a calendar day, excluding Saturdays, Sundays and holidays or other days on which banks are authorized by law to close in Miami, Florida, or New York, New York.

Company shall mean Borg Warner Equities Corporation, a Delaware corporation.

Consent shall mean the Lessee's Consent and Agreement dated as of October 15, 1973, in the form annexed to the Assignment.

Corporate Trust Office shall mean the office of the Trustee in Miami, Florida, at which the corporate trust business of the Trustee shall, at the time in question, be administered, which office is, on the date of execution of this Agreement, located at 627 Southwest 27th Avenue, Miami, Florida.

Cost, when used with respect to the Equipment, shall mean (i) the actual cost of the Marine Equipment (including freight charges, if any, from Marine's plant to a point of delivery to the Lessee and applicable local, provincial or federal Canadian sales tax, if any, and including only such other items as may be properly included in such cost under sound accounting practice), as evidenced by the invoice presented by Marine with respect to such Marine Equipment, but expressed in United States dollars based on the actual cost to the Trustee and the Company of the Canadian dollars used to make the payments to such Manufacturer contemplated by Section 3.02 and 3.03 hereof, provided that the Lessee's consent shall be obtained for any exchange, prior to the date of such payments (but not on the date of such payments), of United States dollars in Clearing House funds for Canadian dollars for the purpose of obtaining Canadian dollars to make such payments and provided further, that such exchange shall be made at the selling price quoted by Bank of Montreal, The Royal Bank of Canada or Canadian Imperial Bank of Commerce and that each such exchange for the purpose of payment under Section 3.02 hereof shall be made at the same time and at the same such selling price as the exchange for the purpose of contemporaneous

payment under Section 3.03 (hereinafter called Marine's Cost); and (ii) the actual cost of the Bethlehem Equipment expressed in U.S. dollars (including freight charges, if any, from Bethlehem's plant to a point of delivery to the Lessee, and applicable local, state, provincial or federal Canadian or United States sales tax, if any, and including only such other items as may be properly included in such cost under sound accounting practice) as evidenced by the invoice presented by Bethlehem with respect to the Bethlehem Equipment (hereinafter called Bethlehem's Cost).

Deposited Cash shall mean the aggregate of (a) the proceeds from the sale of the Trust Certificates deposited with the Trustee pursuant to Section 2.01 and, when required or indicated by the context, any Investments (and the proceeds thereof) purchased by the use of such proceeds pursuant to the provisions of Section 8.04, and (b) any sums restored to Deposited Cash from rentals pursuant to Section 4.04(1) and on deposit with the Trustee.

Equipment shall mean the new standard gauge railroad rolling stock described in Schedule I hereto.

Event of Default shall mean any event specified in Section 5.01 to be an Event of Default.

The word holder, when used with respect to Trust Certificates, shall mean the registered holder thereof and shall include the plural as well as the singular number.

Investments shall mean (i) direct obligations of the United States of America or any agencies thereof or obligations for which the faith of the United States of America is pledged to provide for the payment of principal and interest or (ii) commercial paper of any company incorporated and doing business under the laws of the United States of America or one of the States thereof rated P1 or P2 by Standard & Poor's Corporation or its successor or (iii) certificates of deposit of commercial banks, including those of the Trustee, in the United States of America having capital and surplus aggregating at least \$25,000,000, in each case maturing in not more than one year from the date of such investment.

Lease shall mean the Lease dated as of October 15, 1973, between the Company and the Lessee substantially in the form of Annex B hereto.

Lessee shall mean Canadian Pacific Limited, a Canadian corporation, the lessee under the Lease, and its successors and assigns.

Lessee's Certificate shall mean a certificate signed by the President, any Vice President, the Treasurer or the Secretary, the Assistant Secretary or the Deputy Secretary of the Lessee.

Manufacturers shall mean Marine Industries Limited, a Canadian corporation, the manufacturer and seller under Manufacturing Agreement No. 1 (herein sometimes called Marine) and Bethlehem Steel Corporation, a Delaware corporation, the manufacturer and seller under Manufacturing Agreement No. 2 (herein sometimes called Bethlehem).

Manufacturing Agreements shall mean Manufacturing Agreement No. 1 dated as of October 15, 1973, among the Company, the Lessee and Marine, substantially in the form of Annex A-1 hereto (herein sometimes called Manufacturing Agreement No. 1) and Manufacturing Agreement No. 2, dated as of October 15, 1973, among the Company, the Lessee and Bethlehem substantially in the form of Annex A-2 hereto (herein sometimes called Manufacturing Agreement No. 2).

Marine Equipment shall mean the Equipment defined and accepted under Manufacturing Agreement No. 1.

Officer's Certificate shall mean a certificate signed by the President, any Vice President or any Assistant Vice President of the Company.

Opinion of Counsel shall mean an opinion in writing signed by legal counsel who shall be satisfactory to the Trustee and who may be an employee of the Company or the Lessee. The acceptance by the Trustee of, and its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Trustee.

Purchase Agreement shall mean the Purchase Agreement dated as of October 15, 1973 among the Company and the Purchaser named in Annex I thereto.

Purchaser shall mean the Purchaser named in Annex I to the Purchase Agreement.

Request shall mean a written or telegraphic request for the action therein specified received by the Trustee in the case of the written request at least two Business Days prior to the time the action requested thereby is to be taken and signed on behalf of the Company by the President, any Vice President or any Assistant Vice President of the Company.

Trust Certificates shall mean the 9% Equipment Trust Certificates, Due April 15, 1989 (Secured by Canadian Pacific Limited Lease Obligations), issued hereunder.

Trust Equipment shall mean all Equipment at any time subject to the terms of this Agreement.

Trustee shall mean Inter National Bank of Miami, a national banking association, and, subject to the provisions of Article Eight, any successor as trustee hereunder.

The words herein, hereof, hereby, hereto, hereunder and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

ARTICLE TWO

Trust Certificates and Issuance Thereof

Section 2.01. Issuance of Trust Certificates. An amount equal to the proceeds of the sale of the Trust Certificates, but not less than the aggregate principal amount thereof, shall forthwith be deposited with the Trustee or the Agent.

Thereupon, without waiting for the recording or filing of this Agreement or of any other instrument respecting the Trust Equipment, the Trustee shall issue and deliver, as the Company shall direct by Request, Trust Certificates in the aggregate principal amount so sold.

The aggregate principal amount of Trust Certificates which shall be executed and delivered by the Trustee under this Section shall not exceed the sum of \$3,294,836.55, and the aggregate principal amount represented by all the Trust Certificates shall be payable as hereinafter set forth.

Section 2.02. Interests Represented by Trust Certificates; Interest; Maturity. Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created hereunder, including without limitation the interests of the Trustee in the Trust Equipment, the lease thereof from the Trustee to the Company provided for herein, the Lease, the Assignment, the Consent and the Deposited Cash, and shall have a final maturity of April 15, 1989. The Trust Certificates will bear interest from the date thereof, payable on April 15 and October 15 in each year commencing April 15, 1974, at the rate of 9% per annum, with interest payable on overdue principal and interest as set forth in the Trust Certificates. The first instalment of principal of the Trust Certificates shall be payable on October 15, 1974, and subsequent instalments shall be payable semiannually thereafter on each April 15 and October 15 to and including April 15, 1989, each such date being hereinafter called a Payment Date. The principal amount of the Trust Certificates payable on each of the 30 semiannual Payment Dates shall be calculated on such a basis that the aggregate of the principal and interest payable on each Payment Date shall be

substantially equal and such 30 instalments of principal and interest will completely amortize the principal of and interest on the Trust Certificates. The Company will furnish to the Trustee and each Purchaser a schedule showing the respective amounts of principal and interest payable on each Payment Date.

The principal of and interest on the Trust Certificates shall be payable (a) at the Corporate Trust Office, in such coin or currency of the United States of America as, at the time payable, shall be legal tender for the payment of public and private debts, but (b) only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions hereof. Notwithstanding the provisions of clause (a) of the preceding sentence of this paragraph, in the case of payments of principal and interest to be made on a Trust Certificate not then to be paid in full, upon request and deposit with the Trustee of an agreement of the holder of such Trust Certificate (the responsibility of such holder to be satisfactory to the Company) obligating such holder, prior to any transfer or other disposition thereof, to surrender the same to the Trustee for notation thereon of the instalments of principal amount represented thereby theretofore paid in whole or in part, the Trustee will mail its check on the Business Day preceding the date each such payment is due to such registered holder at his address shown on the registry books maintained by the Trustee; provided, however, that this sentence shall not apply to the Purchaser so long as it is a holder of Trust Certificates, and the Trustee shall make payments of principal and interest to it at its "home office" address set forth in Annex I to the Purchase Agreement by mailing its check as aforesaid or, if requested in writing by the Purchaser so to do, by bank wire.

Section 2.03. Form of Trust Certificates. The Trust Certificates shall be in substantially the form hereinbefore set forth.

Section 2.04. Execution by Trustee. The Trust Certificates shall be signed in the name and on behalf of the Trustee by the manual or facsimile signature of one of its Authorized Officers and its corporate seal or a facsimile thereof shall be affixed or imprinted thereon and attested by the manual signature of one of its Authorized Officers. In case any officer of the Trustee whose signature, whether facsimile or not, shall appear on any of the Trust Certificates shall cease to be such officer of the Trustee before the Trust Certificates shall have been issued and delivered by the Trustee or shall not have been acting in such capacity on the date of the Trust Certificates, such Trust Certificates may be adopted by the Trustee and be issued and delivered as though such person had not ceased to be or had then been such officer of the Trustee.

Section 2.05. Characteristics of Trust Certificates.

(a) The Trust Certificates shall be registered, as to both principal and interest, in the name of the holder; shall be (i) transferable on the books of the Trustee in whole or in part and (ii) exchangeable for Trust Certificates of other denominations of equal aggregate outstanding principal amount, upon presentation and surrender thereof for registration of transfer or exchange at the Corporate Trust Office, accompanied, in the case of registration of transfer, by appropriate instruments of transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee, provided, however, that no Trust Certificate shall be issued in a principal amount less than \$10,000 except in the case of the transfer or exchange of a Trust Certificate which at the time is in an unpaid principal amount of less than \$10,000; each Trust Certificate shall be dated as of the date of issue unless issued in exchange for another Trust Certificate or Certificates bearing unpaid interest from an earlier date, in which case they shall be dated as of such earlier date; and each Trust Certificate shall entitle the registered holder to interest from the date thereof. The Trustee shall, if any prepayment shall theretofore have been made pursuant to Section 3.01 or 4.07, attach to each Trust Certificate issued upon registration of transfer or exchange a revised schedule of payments of principal and interest as provided in Sections 3.01 and 4.07.

(b) Anything contained herein to the contrary notwithstanding, the parties hereto may deem and treat the registered holder of any Trust Certificate as the absolute owner of such Trust Certificate for all purposes and shall not be affected by any notice to the contrary.

(c) The Trustee shall cause to be kept at the Corporate Trust Office books for the registration and registration of transfer of the Trust Certificates and, upon presentation of the Trust Certificates for such purpose, the Trustee shall register any transfer as hereinabove provided, and under such reasonable regulations as it may prescribe.

(d) For any registration, registration of transfer or exchange, the Trustee shall require payment by the person requesting same of a sum sufficient to reimburse it for any governmental charge connected therewith.

(e) Each Trust Certificate delivered pursuant to any provision of this Agreement in exchange for, or upon the registration of transfer of the whole or any part, as the case may be, of one or more other Trust Certificates, shall carry all the rights to principal and to interest accrued and unpaid and to accrue, which were carried by the whole or such part, as the case may be, of such one or more other Trust Certificates, and, notwithstanding anything contained in this Agreement, the Trust

Certificates shall be so dated that neither gain nor loss in interest or principal shall result from such exchange, substitution or registration of transfer.

(f) The Trustee shall not be required to issue, register the transfer of or exchange any Trust Certificates for a period of ten Business Days next preceding any interest payment date.

Section 2.06. Replacement of Lost Trust Certificates. In case any Trust Certificate shall become mutilated or defaced or be lost, destroyed or stolen, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate of like tenor and date, and bearing such identifying number or designation as the Trustee may determine, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate, or in lieu of and in substitution for the same if lost, destroyed or stolen. The applicant for a new Trust Certificate pursuant to this Section shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss, destruction or theft of such Trust Certificate alleged to have been lost, destroyed or stolen and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or stolen Trust Certificate, and also shall furnish a letter of indemnity in the case of the Purchaser or, if other than the Purchaser, such security or indemnity as may be required by the Trustee and by the Company in their discretion, and shall pay all expenses and charges of such substitution or exchange. All Trust Certificates are held and owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive in respect of the replacement of mutilated, defaced, lost, destroyed or stolen Trust Certificates and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

ARTICLE THREE

Acquisition of Trust Equipment by Trustee; Deposited Cash

Section 3.01. Acquisition and Exclusion of Equipment; Application of Deposited Cash. The Company hereby agrees to cause to be sold, assigned and transferred to the Trustee as Trustee for the holders of the Trust Certificates, all the Trust Equipment described in Schedule I hereto and in pursuance thereof shall cause the applicable Manufacturer to deliver bills of sale therefor directly to the Trustee as provided in the applicable Manufacturing Agreement; provided, however, that any Equipment not accepted pursuant to Section 4.02 and settled for pursuant to this Article Three before April 15, 1974, shall be excluded from this Agreement and not included in the term Trust Equipment. In the event of any such exclusion, the Company and the Trustee shall execute an agreement supplemental hereto limiting this

Agreement to the Trust Equipment theretofore accepted and settled for hereunder.

In the event that it is anticipated that on (i) April 15, 1974 (ii) the final date of settlement for Equipment pursuant to this Article Three or (iii) the date of any Event of Default (as defined in Section 5.01 hereof) as to which the Trustee has actual knowledge (the earliest of said dates being hereinafter called the Cut-Off Date) any Deposited Cash shall remain in the possession of the Trustee, the Trustee shall so notify each holder of Certificates to whom a prepayment is to be made as provided below at least five business days preceding the Cut-Off Date, (or as promptly as possible if the Cut-Off Date shall be prior to April 15, 1974, by reason of the event described in clause (iii) above) and, on the Cut-Off Date, (or as promptly as possible if the Cut-Off Date shall be prior to April 15, 1974, by reason of the event described in clause (iii) above) shall (a) sell all Investments then held by it as soon as practicable and (b) apply Deposited Cash to the pro rata prepayment, in New York Clearing House funds, of each instalment of principal remaining unpaid on the Trust Certificates (in proportion to the principal amount represented by each such instalment), each of the holders of the Trust Certificates to share proportionately in such prepayment. Thereupon within 30 days after receipt of written request therefor from the Trustee the Company will promptly furnish or cause to be furnished to the Trustee a revised schedule of payments of principal thereafter to be made hereunder calculated as provided in Section 2.02, and the Trustee agrees to provide each holder of any outstanding Trust Certificate so prepaid a copy of such schedule.

Section 3.02. Payment of Deposited Cash. From time to time, when and as any of the Equipment shall have become subject to the terms and provisions hereof as provided in Section 4.02, the Trustee shall upon Request (subject to the provisions of Section 3.04 and the Company's making payment as contemplated by the provisions of Section 3.03) (at the direction of the Agent, in the case of the Marine Equipment only) pay to the Manufacturer thereof, out of Deposited Cash then held by the Trustee an amount not in excess of 70.8567% of the aggregate Cost thereof as specified in the certificate furnished to the Trustee pursuant to Section 3.04(b). Anything contained in this Agreement to the contrary notwithstanding, the Trustee shall have no duty to make any payment to either Manufacturer pursuant to this Section prior to the Deposit Date (as defined in the Purchase Agreement), or in the event that on the Deposit Date the aggregate principal amount of Trust Certificates to be sold on such Deposit Date shall not have been purchased by the Purchaser.

Section 3.03. Payment of Deficiency. The Company covenants that, contemporaneously with any payment by the Trustee pursuant to Section 3.02 hereof with respect to any Trust Equipment, but

subject to the provisions of Article 4 of each Manufacturing Agreement, it will pay (at the direction of the Agent, in the case of Marine's Cost) to each Manufacturer that portion of Marine's Cost or Bethlehem's Cost, as the case may be, of the delivered Marine Equipment or Bethlehem Equipment, as the case may be, not paid out of Deposited Cash as provided for in Section 3.02 hereof. It is understood and agreed, however, that, as provided in Article 3 of each Manufacturing Agreement, unless the Company shall otherwise agree the total Cost of the Trust Equipment shall not exceed \$4,650,000 (U.S.).

Section 3.04. Supporting Papers. The Trustee shall pay out any Deposited Cash pursuant to Section 3.02 with respect to any Trust Equipment only if the Trustee shall have received, in form and substance satisfactory to it and its counsel:

(a) one or more duly executed Certificates of Acceptance (as defined in the Lease) with respect to the Marine Equipment or the Bethlehem Equipment, as the case may be, certifying that the Trust Equipment described and specified therein has been delivered and accepted as provided under the Lease and has been marked in accordance with the provisions of Section 4.06 hereof;

(b) an invoice or invoices from Marine or Bethlehem, as the case may be, and a Lessee's Certificate which shall state that such Trust Equipment is Marine Equipment or Bethlehem Equipment as herein defined (having been first put into service no earlier than the date of delivery to and acceptance by the Lessee, as agent for the Trustee) and that an amount specified therein is the actual Cost thereof, together with evidence of payment of the amount to be paid pursuant to Section 3.03 hereof;

(c) a bill or bills of sale for such Trust Equipment from Marine or Bethlehem, as the case may be, to the Trustee, which bill or bills of sale shall contain a warranty or guaranty to the Trustee and to the Company that at the time of delivery Marine or Bethlehem, as the case may be, had legal title to the Marine Equipment or Bethlehem Equipment described therein and good and lawful right to sell the same and that the title thereto was, at the time of such delivery, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement or the applicable Manufacturing Agreement or as permitted by Section 6.01 hereof and except for the rights of the Lessee under the Lease;

(d) an opinion of counsel for the Lessee, dated the date of such payment of Deposited Cash, addressed to the Trustee to the effect set forth in Section 13 of the Lease and set forth in clause (h) of this Section 3.04 and that such Trust

Equipment has come under and is subject to the Lease, in which opinion counsel may rely on the opinion of counsel for the appropriate Manufacturer referred to in subsection (e) below, and on the opinion of counsel for the Company referred to in subparagraph (b) of Paragraph 5 of the Purchase Agreement, as to the matters set forth therein;

(e) an opinion of counsel for the appropriate Manufacturer, dated the date of such payment of Deposited Cash, addressed to the Trustee to the effect (i) that such bill or bills of sale have been duly authorized, executed and delivered and that such bill of sale or bills of sale are valid and effective to vest in the Trustee all the right, title and interest of the Manufacturer in and to the Trust Equipment described therein and that, except for the rights of the Lessee under the Lease and that, at the time of delivery of such Trust Equipment hereunder and under the Lease, such Manufacturer had legal title thereto free from all claims, liens, security interest or other encumbrances except as created by this Agreement, the applicable Manufacturing Agreement, or as permitted by Section 6.01 hereof and except for the rights of the Lessee under the Lease, (ii) that the applicable Manufacturing Agreement has been duly authorized, executed, acknowledged and delivered by such Manufacturer and is a legal, valid and binding instrument enforceable against such Manufacturer in accordance with its terms except as enforcement of the same may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally from time to time in effect and (iii) the Trust Equipment is free from all claims, liens, security interests or other encumbrances arising under the applicable Manufacturing Agreement;

(f) an opinion of Messrs. McCarthy & McCarthy, special Canadian counsel, for the Purchaser and the Trustee on or before the date of such payment of Deposited Cash, addressed to the Trustee and the Company stating that

(i) this Agreement, the Lease and the Assignment (including the Consent) have been deposited in the office of the Registrar General of Canada and notice of such deposit has been duly published in the Canada Gazette in accordance with Section 86 of the Railway Act of Canada, and no further act, filing, recording or deposit (or giving of notice) is required in order fully to protect in Canada or any Province or Territory thereof the rights of the Company and the Trustee under the Lease and the Assignment (including the Consent) against any and all subsequent purchasers or mortgagees from the Lessee and/or from creditors of the Lessee,

(ii) the Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of Canada, with adequate corporate power to enter into the Lease, the Consent and the Manufacturing Agreements,

(iii) the Lease, the Consent and the Manufacturing Agreements have been duly authorized, executed and delivered by the Lessee and constitute legal and valid agreements binding upon the Lessee and enforceable against the Lessee in accordance with their terms, and

(iv) no approval is required from any governmental ministry or agency or public regulatory body in Canada with respect to the entering into or performance of the Lease, the Consent and the Manufacturing Agreements, by the Lessee, or if required, such approval (which shall be specifically described) has been duly obtained; and

(g) a signed copy, addressed to the Trustee, of the opinion of Messrs. Cravath, Swaine & Moore required under Paragraph 5(a) of the Purchase Agreement; and

(h) a certificate of the chief financial officer of the Lessee, dated the date of such payment of Deposited Cash, stating that the Trust Equipment referred to in subparagraph (a) above is free and clear of all claims, liens, security interests or other encumbrances of any nature arising out of any actions or omissions of the Lessee except as created by the applicable Manufacturing Agreement and the rights of the Lessee under the Lease.

ARTICLE FOUR

Lease of Trust Equipment to the Company;

Limitation of Liability

Section 4.01. Lease of Trust Equipment. The Trustee does hereby let and lease to the Company, from and after the date of acceptance thereof hereunder to April 15, 1989, each unit of the Trust Equipment.

Section 4.02. Equipment Automatically Subjected. As and when the Equipment shall from time to time be accepted by the Company under the Manufacturing Agreements as evidenced by a Lessee's Certificate of Acceptance referred to in Section 3.04(a) hereof, the same shall be deemed accepted hereunder and shall, ipso facto and without further instrument or lease, transfer or acceptance, pass under and become subject to all the terms and provisions hereof.

Section 4.03. General Limitation of Liability.

Notwithstanding any other provision or implication of this Agreement (including but not limited to any provision of Articles 5 and 6 hereof) it is understood and agreed by the Trustee that the liability of the Company for all payments to be made by it under and pursuant to this Agreement or for any claims (other than the payments called for by Section 3.03 hereof) based on any provision of this Agreement (including without limitation any claim based on breach of the obligation of the Company under Sections 4.06, 4.07, 4.09 and 4.10 hereof) with the exception only of the payments to be made pursuant to Section 3.03 shall not exceed an amount equal to and shall be payable only out of "the income and proceeds from the Trust Equipment" and such payments shall be made by the Company only to the extent that the Company (which term as used in this paragraph includes the Trustee to the extent payments under the Lease are made to the Trustee as contemplated therein and any assignee of the Company) shall have actually received sufficient "income or proceeds from the Trust Equipment" to make such payments. Except as provided in the next preceding sentence, the Trustee agrees that the Company shall have no personal liability to make any payments or discharge any claims (other than a claim based on Section 3.03 and 4.08 hereof) due or arising under this Agreement whatsoever except from the "income and proceeds from the Trust Equipment" to the extent actually received by the Company as provided. In addition, the Trustee agrees that the Company (i) makes no representation or warranty and is not responsible for the due execution validity or enforceability of the Lease or any document relating thereto (except for the due authorization, execution and delivery thereof by the Company) or of any of the Lessee's obligation thereunder, (ii) makes no representation or warranty as to title to or other condition of the Trust Equipment and (iii) shall have no obligation or liability whatsoever to see to or be responsible for the performance by the Lessee of any of its agreements, representations, indemnities, obligations or other undertakings under the Lease, it being understood that as to all such matters the Trustee will look solely to the Trustee's rights under this Agreement and the Assignment against the Lessee and the Trust Equipment and to the Trustee's rights under the Lease against the Lessee and the Trust Equipment. As used herein the term "income and proceeds from the trust equipment" shall mean (i) if an Event of Default (as defined in Section 5.01 hereof) shall have occurred and while it shall be continuing so much of the following amount as are indefeasibly received by the Company at any time after any such Event of Default and during the continuance thereof all amounts payable under or in respect of the Lease including without limitation: (a) all amounts of rentals (excluding amounts paid to the account of the Lessor pursuant to Section 5, Section 9(b)(iii) and (iv) (but not in excess of the amount of the investment of the Lessor in the Cost of the Equipment) and subsection A, C and D of Section 14 of the Lease)

and all amounts in respect of Casualty Occurrences (as hereinafter defined in Section 4.07 hereof) paid for or with respect to the Trust Equipment pursuant to the Lease, (b) any and all payments or proceeds received by the Company pursuant to clause (i) of subparagraph (b) of Section 9 of the Lease or for or with respect to the Trust Equipment as the result of the sale, lease or other disposition thereof, after deducting all costs and expenses of such sale, lease or other disposition, and (c) all amounts received by the Company pursuant to Section 18 of the Lease; and (ii) at any other time only that portion of the amounts referred to in the foregoing clauses (a), (b) and (c) or otherwise payable to the Company pursuant to the Lease as are indefeasibly received by the Company and as shall equal the rental payments specified in the first paragraph of Section 4.04 and payments in respect of Casualty Occurrences due and payable by the Company on the date (or next succeeding Business Day) such amounts received by the Company were required to be paid to it pursuant to the Lease or as shall equal any other payment then due and payable under this Agreement; it being understood that "income and proceeds from the Trust Equipment" shall in no event include amounts referred to in the foregoing clauses (a), (b) and (c) which were received by the Company prior to the existence of such an Event of Default which exceeded the amounts required to make the rental payments specified in the first paragraph of Section 4.04 and payments in respect of Casualty Occurrences due and payable by the Company on the date (or the next succeeding Business Day) on which amounts with respect thereto received by the Company were required to be paid to it pursuant to the Lease or which exceeded any other payments due and payable under this Agreement at the time such amounts were payable under the Lease. It is further specifically understood and agreed that nothing contained herein limiting the liability of the Company shall derogate from the right of the Trustee to proceed against the Trust Equipment as provided for herein for the full unpaid principal amount of the Trust Certificates and interest thereon and any other amounts due and payable hereunder.

Section 4.04. Rental Payments. The Company hereby accepts the lease of all the Trust Equipment; and the Company covenants and agrees to pay to the Trustee at the Corporate Trust Office (or, in the case of taxes, to the proper taxing authority), in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, rental hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable (whether or not any of such items shall become due and payable prior to the delivery and lease to the Company of any of the Trust Equipment and notwithstanding that any of the Trust Certificates shall have been acquired by the Company or any Affiliate of the Company or shall not have been presented for payment):

(1) from time to time upon demand of the Trustee an amount equal to (a) any expenses incurred in connection with any purchase, sale or redemption by the Trustee of Investments and (b) any loss of principal (including interest accrued thereupon at the time of purchase) incurred in connection therewith;

(2) from time to time upon demand of the Trustee any and all taxes, assessments and governmental charges upon or on account of the income or property of the trust, or upon or on account of this Agreement, which the Trustee as such may be required to pay;

(3) (a) on the Cut-Off Date, an amount equal to interest at the rate of 9% on the amount, if any, paid to the holders of the Trust Certificates on said date from the date or dates of the applicable Trust Certificates to the Cut-Off Date, (b) except as provided in the foregoing clause (a) the amounts of the interest payable on the Trust Certificates, when and as the same shall become due and payable, and (c) interest, at the rate of 10% per annum from the due date, upon the amount of any instalments of interest or principal payable under this and the following subparagraph which shall not be paid when due, to the extent legally enforceable; and

(4) the instalments of principal on the Trust Certificates when and as the same shall become due and payable (whether upon the date of maturity thereof or by declaration or otherwise).

Nothing herein or in the Trust Certificates contained shall be deemed to impose on the Trustee or on the Company any obligation to pay to the holder of any Trust Certificate any tax, assessment or governmental charge required by any present or future law of the United States of America or of any state, county, municipality or other taxing authority thereof to be paid in behalf of, or withheld from the amount payable to, the holder of any Trust Certificate except to the extent that the holder of any Trust Certificate shall be indemnified with respect to any such tax, assessment or governmental charge and the Trustee or the Company shall receive payment of such indemnity for the account of such holder. The Company shall not be required to pay any tax, assessment or governmental charge pursuant to subparagraph (2) of this Section 4.04 so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof, unless in the judgment of the Trustee the rights or interests of the Trustee or of the holders of the Trust Certificates may be materially endangered thereby.

Section 4.05. Discharge of Lease. It is understood that the transfer to the Trustee of the Trust Equipment pursuant to this Agreement is being made solely to secure the performance by the

Company of its obligations under this Agreement and that beneficial ownership in and to the Trust Equipment shall be and remain in the Company subject to compliance by the Company with all of its obligations under this Agreement. Accordingly, after all payments due or to become due from the Company hereunder shall have been completed and fully made to or for the account of the Trustee and the Company shall have performed all of its other obligations hereunder, (1) such payments shall be deemed to represent the discharge in full of the Trustee's interest in the Trust Equipment at such time, (2) any moneys remaining in the hands of the Trustee after providing for all outstanding Trust Certificates and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid to the Company, (3) full title to all the Trust Equipment shall vest in the Company and (4) the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon public records the Company's full title to all the Trust Equipment and the Company's full right, title and interest as Lessor under the Lease under the laws of any jurisdiction; provided, however, that until that time the Trustee shall retain a security interest in and to all the Trust Equipment, notwithstanding the possession and use thereof by, and the lease of the Trust Equipment to, the Company pursuant to the terms of this Agreement.

Section 4.06. Marking of Trust Equipment. The Company agrees that it will cause each unit of the Trust Equipment to be kept numbered with the identifying number set forth in Schedule I hereto and will keep and maintain plainly, distinctly, permanently and conspicuously marked on each side of such unit in letters not less than one inch in height, the following words:

"OWNED BY A CORPORATION, BANK OR TRUST COMPANY SUBJECT TO AN EQUIPMENT TRUST AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20C"

or other appropriate words designated by the Trustee, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Trustee to such unit and the rights of the Company and the Trustee under this Agreement. The Company will not place or permit any unit of the Trust Equipment to be placed in operation or exercise any control or dominion over the same until such words shall have been so marked on both sides thereof and will replace or cause to be replaced promptly any such words which may be removed, defaced or destroyed. The Company will not permit the identifying number of any unit of the Trust Equipment to be changed except in accordance with a statement of new identifying numbers to be substituted therefor, which statement previously shall have been filed with the Trustee by the Company and filed,

recorded or deposited in all public offices where this Agreement will have been filed, recorded or deposited.

Except as above provided, the Company will not allow the name of any person, association or corporation to be placed on the units of the Trust Equipment as a designation that might be interpreted as a claim of legal ownership; provided, however, that the Company may cause the Trust Equipment to be lettered with the names, initials or other insignia customarily used by the Lessee on railroad equipment used by it of the same or a similar type for convenience of identification of its right to use the Trust Equipment under the Lease, and the Trust Equipment may be lettered in an appropriate manner for convenience of identification of the interest of the Company therein.

Section 4.07. Maintenance of Trust Equipment; Casualty Occurrences; Annual Report. The Company agrees that it will maintain or cause to be maintained and keep or cause to be kept all the Trust Equipment in good order and repair at no cost or expense to the Trustee, unless and until it becomes worn out, lost, stolen, completely destroyed or damaged beyond economic repair, from any cause whatsoever or taken or requisitioned by condemnation or otherwise (such occurrences being hereinafter called a Casualty Occurrence).

Whenever any unit of the Trust Equipment shall suffer a Casualty Occurrence the Company shall, promptly after it is informed of a Casualty Occurrence under the Lease, notify the Trustee in writing with respect thereto. On April 15 or October 15 next succeeding such notice by the Company (or, in the event such April 15 or October 15 shall occur within 15 days after notice of such Casualty Occurrence is given by the Lessee to the Company on the following April 15 or October 15 if the Lessee exercises its option to defer such payment under Section 6 of the Lease) the Company shall deposit with the Trustee an amount in cash equal to the value of such unit as of such April 15 or October 15 and, upon such payment, the title of the Trustee to such unit shall terminate and full title to such unit shall vest in the Company. The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of such Casualty Occurrence. For all purposes of this paragraph, value shall be set forth in an Officer's Certificate and shall be determined as follows (and the manner of such determination shall be set forth in such Officer's Certificate):

The value of any unit of Trust Equipment having suffered a Casualty Occurrence shall be deemed to be 70.8567% of the Cost thereof as theretofore certified to the Trustee, less an amount equal to the aggregate of payments of rental theretofore made pursuant to Section 4.04(4) applicable to such unit. Rentals paid pursuant to Section 4.04(4) shall be

deemed to be applied pro rata to each unit on each rental payment date in the same proportion as the Cost of such unit bears to the aggregate Cost of all units of Trust Equipment hereunder on such date.

Cash deposited with the Trustee pursuant to this Section 4.07 shall be applied to the pro rata prepayment on such date of each instalment of principal remaining unpaid on the Trust Certificates (in proportion to the principal amount represented by each such instalment), each of the holders of the Trust Certificates to share proportionately in such prepayment. The Company will promptly furnish to the Trustee and each of the holders of outstanding Trust Certificates a revised schedule of payments of principal thereafter to be made, calculated as provided in Section 2.02.

On or before April 1 in each year, commencing with the year 1975, the Company will furnish or cause to be furnished to the Trustee, in such number of counterparts or copies as may reasonably be requested an accurate statement (1) showing as of the preceding December 31, the amount, description and numbers of all units of the Trust Equipment that may have suffered a Casualty Occurrence whether by accident or otherwise during the preceding calendar year (or since the date of this Agreement in the case of the first such statement), and such other information regarding the condition and state of repair of Trust Equipment as the Trustee may reasonably request, (2) identifying the units of Trust Equipment then subject to the Lease, and (3) stating that, in the case of all units of Trust Equipment repaired or repainted during the period covered by such statement, the markings required by Section 4.06 have been preserved or replaced.

Section 4.08. Possession of Trust Equipment. So long as the Company shall not be in default under this Agreement, the Company shall be entitled to the possession and use of the Trust Equipment and also to enter into the Lease which shall be subject and subordinate to this Agreement and to permit the Trust Equipment to be used as provided therein; provided, however, that the Lease shall forthwith be assigned to the Trustee as security for the obligations of the Company hereunder pursuant to the Assignment.

Neither the Company nor the Trustee may assign and/or transfer any or all of its rights under this Agreement and/or any or all of its rights to any of the Trust Equipment to any person, without the consent of the holders of all the Trust Certificates, or enter into any amendment of the Lease, this Agreement or the Assignment, except as provided in Sections 6 and 20 of the Lease or in Article Eight hereof.

Section 4.09. Compliance With Laws and Rules; Additions; Indemnity. The Company covenants and agrees to comply in all

respects with all laws of the jurisdictions in which operations involving any unit of the Trust Equipment may extend, with the Interchange Rules of the Association of American Railroads, if applicable, and with all lawful rules of any legislative, executive, administrative or judicial body or officer exercising any power or jurisdiction over any unit of the Trust Equipment, to the extent such laws and rules affect the operations or use of such unit; and the Company agrees to cause to be indemnified and held harmless the Trustee from any and all liabilities that may arise from any infringement or violation of any such laws or rules by the Company, or the Company's employees, or any other person. In the event that such laws or rules require the alteration of any such unit of the Trust Equipment, the Company will cause such unit to be conformed therewith and will cause the same to be maintained in proper condition or operation under such laws and rules; provided, however, that the Company or the Lessee may in good faith contest the validity or application of any such law or rule in any reasonable manner which does not in the opinion of the Trustee adversely affect the property or rights of the Trustee or of the holders of the Trust Certificates hereunder.

Any and all additions to any unit of the Trust Equipment and any and all parts installed on or replacements made thereto by the Company or the Lessee shall be considered accessions to such unit (except such additions or parts as are not included in the Cost of the Equipment and can be removed without damage to and without impairing the originally intended function or use of such unit and without cost or expense to the Trustee) and the same shall immediately be vested in the Trustee.

The Company agrees to cause to be indemnified and held harmless the Trustee against any charge or claim made against the Trustee, and against any expense, loss or liability (including but not limited to counsel fees and expenses, patent liabilities, penalties and interest) which the Trustee may incur in any manner by reason of issuing the Trust Certificates or of entering into or performing this Agreement or any of the instruments referred to herein or contemplated hereby or which may arise in any manner out of the ownership of any unit of the Trust Equipment while subject to this Agreement, and to cause to be indemnified and held harmless the Trustee against any charge, claim, expense, loss or liability on account of any accident in connection with the operation, use, condition, possession or storage of such unit of the Trust Equipment resulting in damage to property or injury or death to any person. The indemnities contained in this paragraph shall survive payment of all other obligations under this Agreement or the termination of this Agreement.

Section 4.10. Taxes. All payments to be made by the Company hereunder will be free of expense to the Trustee for collection or other charges and will be free of expense to the Trustee with

respect to the amount of any local, state, provincial or federal Canadian or United States taxes (other than net income, gross receipts, excess profits and similar taxes imposed on the Trustee in connection with the execution of its duties under this Agreement), assessments or license fees (and any charges, fines or penalties in connection therewith) (hereinafter called "impositions") hereafter levied or imposed upon or in connection with or measured by this Agreement or any of the instruments or agreements referred to herein or contemplated hereby or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof, all of which impositions the Company assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Company will also pay or cause to be paid promptly all impositions which may be imposed upon any unit of the Trust Equipment or for the use or operation thereof or upon the earnings arising therefrom or upon the Trustee solely by reason of its interest therein, and any and all impositions upon or on account of the trust created by this Agreement, or the instruments or agreements referred to herein or contemplated hereby, and will keep at all times all and every part of such unit free and clear of all impositions which might in any way affect the interest of the Trustee or result in a lien upon or encumbrance upon such unit and will supply the Trustee with a receipt or other evidence of such payment satisfactory to the Trustee; provided, however, that the Company shall be under no obligation to pay any impositions so long as it or the Lessee is contesting in good faith and by appropriate legal proceedings such impositions and the non-payment thereof does not, in the opinion of the Trustee, adversely affect the property or rights of the Trustee hereunder or of the holders of the Trust Certificates. If any impositions shall have been charged or levied against the Trustee directly and paid by the Trustee, the Company shall reimburse the Trustee, on presentation of invoice therefor.

In the event any reports with respect to impositions are required to be made on the basis of individual units of the Trust Equipment the Company will either make or cause to be made such reports in such manner as to show the interest of the Trustee in such units or will notify the Trustee of such requirement and will make or cause to be made such reports in such manner as shall be satisfactory to the Trustee.

In the event that, during the continuance of this Agreement, the Company becomes liable for the payment or reimbursement of any impositions, pursuant to this Section 4.10, such liability shall continue, notwithstanding the expiration of the term of this Agreement, until all such impositions are paid or reimbursed by the Company.

Nothing in this Section 4.10 contained shall be deemed to alter or diminish in any manner whatsoever any indemnity provided in Section 5 or Section 14 of the Lease.

ARTICLE FIVE

Events of Default and Remedies

Section 5.01. Events of Default. The Company covenants and agrees that in case:

(a) the Company shall default in the payment of any part of the rental payable hereunder for more than 10 days after the same shall have become due and payable, or

(b) the Company shall make or suffer any unauthorized assignment or transfer of its rights hereunder or under the Lease or enter into any amendment, modification or termination of the Lease without the prior written consent of the Trustee; or

(c) the Company shall, for more than 35 days after the Trustee shall have demanded in writing performance thereof, fail or refuse to comply with any other of the terms and covenants hereof or of the Assignment on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance, or

(d) an Event of Default shall occur under Section 9 of the Lease (provided that the Trustee may at the request of the holders of not less than 51% of the outstanding aggregate principal amount of Trust Certificates waive any such Event of Default and its consequences and rescind and annul any notice of termination of the Lease by notice to the Company and the Lessee in writing to such effect and thereupon the respective rights of the parties shall be as they would have been if no such Event of Default had occurred and no notice of termination of the Lease had been made or given; provided, further, however, that (i) if there has been no entry of any judgment, order or decree or any sale or contract of sale of the Equipment, (and the Trustee agrees to give the Company notice prior to instituting any action to obtain any such judgment, order or decree and prior to causing any such sale or entering into any such contract of sale), (ii) if no Event of Default as defined in Section 9(D) of the Lease shall have occurred and be continuing, (iii) if the Company shall have theretofore furnished to the Trustee and the Purchaser (if it shall then be a holder of any outstanding Trust Certificates) its certificate stating that tender (as hereinafter specified) by the Company of full payment of all arrears of interest on and all rental payments as provided in Section 2 of the Lease would not, to the best knowledge and belief of

the Company, adversely affect the rights of the Trustee or the holders of the Trust Certificates or impair the security for the benefit of such holders hereunder and under the Assignment and that such Event of Default is occasioned by a financial condition temporary in nature and not expected to continue until the next semiannual payment as provided in Section 2 of the Lease, and (iv) if the Lessee shall not then be in arrears more than one semiannual payment as provided in Section 2 of the Lease, then, upon tender by the Company of full payment of all arrears of interest on and all semiannual payments then due and payable as provided in Section 2 of the Lease (except such payments which have become due and payable solely by reason of such Event of Default), the Trustee shall waive any such Event of Default and its consequences and rescind and annul any notice of termination of the Lease by notice to the Company and the Lessee and thereupon the respective rights of the parties shall be as they would have been if no such termination of the Lease shall have been made or given), or

(e) a decree or order shall have been entered by a court of competent jurisdiction adjudging the Company bankrupt or insolvent or approving as properly filed a petition seeking reorganization or arrangement of the Company under any law relating to bankruptcy or insolvency, or appointing a receiver for the Trust Equipment or decreeing or ordering the winding up or liquidation of the affairs of the Company, and any such decree or order shall remain in force undischarged and unstayed for a period of 60 days, or

(f) the Company shall institute proceedings to be adjudicated bankrupt or insolvent or shall consent to the institution of bankruptcy or insolvency proceedings against it or shall file a petition or answer or consent seeking reorganization or relief under any law relating to bankruptcy or insolvency or shall consent to the filing of any such petition or shall consent to the appointment of a receiver for the Trust Equipment or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or action shall be taken by the Company in furtherance of any of the aforesaid purposes,

then, in any such case (herein sometimes called an Event of Default), if the same shall then be continuing, the Trustee in its discretion may, and upon the written request of the holders of not less than 33% in principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company, declare to be due and payable forthwith the entire amount of the rentals (except rentals required for the payment of interest accruing after the date of such declaration) payable by the Company as set forth in Section 4.04 and not theretofore

paid. Thereupon the entire amount of such rentals shall forthwith become and shall be due and payable immediately without further demand, together with interest at the rate of 10% per annum, to the extent legally enforceable, on any portion thereof overdue.

In case one or more Events of Default shall happen, and if the same shall then be continuing, the Trustee in its discretion may, and upon the written request of the holders of not less than 33% in principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company, declare the principal of all the Trust Certificates then outstanding to be due and payable, and thereupon the same shall become and be immediately due and payable.

In case the Company shall fail to pay any instalment of rental payable pursuant to Section 4.04(3) or (4) when and as the same shall have become due and payable hereunder, and such default shall have continued for a period of 15 days, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the rentals so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce judgment or final decree against the Company and collect in the manner provided by law out of the property of the Company wherever situated the moneys adjudged or decreed to be payable.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company, or in case a receiver or trustee shall have been appointed for the Trust Equipment, or in case of any other judicial proceedings relative to the Company or the Trust Equipment, the Trustee, irrespective of whether the rental payments hereunder or the principal of the Trust Certificates shall then be due and payable as herein or therein expressed whether by declaration or otherwise and irrespective of whether the Trustee shall have made any demand or declaration pursuant to the provisions of this Section, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the entire amount of the rentals (except rentals required for the payment of interest accruing after the date of such declaration), and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its gross negligence or wilful misconduct) and of the holders of the Trust Certificates allowed in such proceedings and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the holders of the Trust

Certificates and of the Trustee on their behalf; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized by each of the holders of the Trust Certificates to make payments to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to the holders of the Trust Certificates, to pay to the Trustee such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agent, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its gross negligence or wilful misconduct.

All rights of action and to assert claims under this Agreement, or under any of the Trust Certificates, may be enforced by the Trustee without the possession of any of the Trust Certificates or the production thereof on any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the holders of the Trust Certificates. In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Trust Certificates, and it shall not be necessary to make any holders of the Trust Certificates parties to such proceedings.

Notwithstanding any provision in this Section 5.01 to the contrary, the Company shall have the right, for a period of 25 days after the occurrence of an Event of Default under clause (C) of Section 9 of the Lease, provided that there has been no entry of any judgment, order or decree pursuant to the provisions of this Section 5.01 or any sale or contract of sale of the Trust Equipment (and the Trustee agrees to give the Company notice prior to instituting any action to obtain any such judgment, order or decree and prior to causing any such sale or entering into any such contract of sale), to cure any Event of Default referred to in clause (d) of this Section 5.01 arising out of an Event of Default under clause (C) of Section 9 of the Lease, and thereupon the respective rights of the parties hereto shall be as they would have been if no such Event of Default shall have occurred and no declaration, if any, shall have been made by the Trustee under any of the provisions hereof.

Section 5.02. Remedies. Upon the happening of any Event of Default the Trustee may by its agents enter upon the premises of the person having possession of the Trust Equipment and take possession of all or any part of the Trust Equipment and withdraw the same from said premises, retaining all payments which up to that time may have been made on account of rental for the Trust Equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid per diem, mileage or other charges

of any kind earned by the Trust Equipment or any part thereof, and may lease or otherwise contract for the use of the Trust Equipment or any part thereof; or the Trustee may with or without retaking possession (but only after declaring due and payable the entire amount of rentals payable by the Company and the principal of all the outstanding Trust Certificates, as provided in Section 5.01) sell the Trust Equipment or any part thereof, free from any and all claims of the Company at law or in equity, in one lot and as an entirety or in separate lots, at public or private sale, for cash or upon credit, or for part cash and part credit, in its discretion, and may proceed otherwise to enforce its rights and the rights of the holders of then outstanding Trust Certificates, all subject to any mandatory requirements of law applicable hereto. Upon any such sale, the Trustee itself may bid for the property offered for sale or any part thereof. Any such sale may be held or conducted at such place and at such time as the Trustee may specify, or as may be required by law, and without gathering at the place of sale the Trust Equipment to be sold, and in general in such manner as the Trustee may determine, but so that the Company may and shall have a reasonable opportunity to bid at any such sale. After the Trustee has fully exercised its remedies hereunder, the Company shall cease to have any rights or remedies in respect of the Trust Equipment hereunder, and all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company, and no payments theretofore made by the Company for the rent or use of the Trust Equipment or any of it shall give to the Company any legal or equitable interest or title in or to the Trust Equipment or any of it or any cause or right of action at law or in equity in respect of the Trust Equipment against the Trustee or the holders of Trust Certificates hereunder. No such taking possession, withdrawal, lease or sale of the Trust Equipment by the Trustee shall be a bar to the recovery by the Trustee from the Company of rentals then or thereafter due and payable, or of principal and interest in respect of the Trust Certificates, and the Company shall be and remain liable for the same until such sums have been realized as, with the proceeds of the lease or sale of the Trust Equipment, shall be sufficient for the discharge and payment in full of all the obligations of the Company under this Agreement (other than interest not then accrued), whether or not they shall have then matured.

Section 5.03. Application of Proceeds. If the Trustee shall exercise any of the powers conferred upon it by Sections 5.01 and 5.02, all payments made by the Company to the Trustee and the proceeds of any judgment collected from the Company by the Trustee, and the proceeds of every sale or lease by the Trustee of any of the Trust Equipment, together with any other sums which may then be held by the Trustee under any of the provisions hereof (other than sums held in trust for the payment of specific Trust Certificates or a part thereof, or interest thereon) shall be applied by the Trustee to the payment, in the following order

of priority, (a) of all proper charges, expenses or advances made or incurred by the Trustee in accordance with the provisions of this Agreement and (b) of the interest then due, with interest on overdue interest at the rate of 10% per annum to the extent legally enforceable, and of the principal of all the outstanding Trust Certificates, with interest thereon at the rate of 10% per annum to the extent legally enforceable from the date of default, whether such Trust Certificates shall have then matured by their terms or not, all such payments to be in full if such proceeds shall be sufficient, and if not sufficient, then pro rata without preference between principal and interest.

After all such payments shall have been made in full, the interests of the Trustee to any of the Trust Equipment remaining unsold shall be conveyed by the Trustee to the Company free from any further liabilities or obligations to the Trustee hereunder. If after applying all such sums of money realized by the Trustee as aforesaid there shall remain any amount due to the Trustee under the provisions hereof (hereinafter called the Deficiency) the Company agrees to pay the amount of the Deficiency to the Trustee, upon demand; and if the Company shall fail to pay the Deficiency, the Trustee may bring suit therefor and shall be entitled to recover judgment therefor against the Company. If after applying as aforesaid the sums of money realized by the Trustee there shall remain a surplus in the possession of the Trustee, such surplus shall be paid to the Company.

Section 5.04. Waivers of Default. Prior to the declaration of the acceleration of the maturity of the rentals and of the maturity of all the Trust Certificates as provided in Section 5.01, the holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding may on behalf of the holders of all the Trust Certificates waive any past default and its consequences, except a default in the payment of any instalment of rental payable pursuant to Section 4.04(3) or (4), but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

If at any time after the principal of all the Trust Certificates shall have been declared and become due and payable or if at any time after the entire amount of rentals shall have been declared and become due and payable, all as provided in Section 5.01, but before April 15, 1989, all arrears of rent (with interest at the rate of 10% per annum upon any overdue instalments, to the extent legally enforceable), all expenses of the trust occasioned by the Company's default, and all other sums which shall have become due and payable by the Company hereunder (otherwise than by such declaration or declarations) shall be paid by the Company before any sale or lease by the Trustee of any of the Trust Equipment (or the making of any agreement for such sale or lease), and every other default shall be made good or secured to the satisfaction of the Trustee, or provision

deemed by the Trustee to be adequate shall be made therefor, then, and in every such case, the Trustee, if so requested by the holders of a majority in principal amount of the Trust Certificates then outstanding, shall by written notice to the Company waive the default by reason of which there shall have been such declaration or declarations and the consequences of such default, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 5.05. Obligations of Company Not Affected by Remedies. No retaking of possession of the Trust Equipment by the Trustee, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act against the Company or in respect of the Trust Equipment, on the part of the Trustee or on the part of the holder of any Trust Certificate, nor any delay or indulgence granted to the Company by the Trustee or by any such holder, shall affect the obligations of the Company hereunder.

The Company hereby waives presentation and demand in respect of any of the Trust Certificates and waives notice of presentation, of demand and of any default in the payment of the principal of and interest on the Trust Certificates.

Section 5.06. Company to Deliver Trust Equipment to Trustee. In case the Trustee shall rightfully demand possession of any of the Trust Equipment in pursuance of this Agreement, the Company will, at its own expense, promptly cause such Trust Equipment to be placed on such storage tracks of the Lessee as shall reasonably be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee; or, at the option of the Trustee, the Trustee may keep such Trust Equipment, at the expense of the Company, on any lines of railroad of the Lessee or premises of the Lessee approved by the Trustee until the Trustee shall have leased, sold or otherwise disposed of the same subject to the limitations set forth in Section 10 of the Lease. The performance of the foregoing covenant is of the essence of this Agreement and upon application to any court having jurisdiction in the premises, the Trustee shall be entitled to a decree against the Company requiring the specific performance thereof.

Section 5.07. Trustee to Give Notice of Default. The Trustee shall give to the holders of the Trust Certificates notice of each default hereunder known to the Trustee, within 30 days after it has actual knowledge of the same, unless remedied or cured before the giving of such notice.

Section 5.08. Control by Holders of Trust Certificates. The holders of a majority in aggregate principal amount of the then outstanding Trust Certificates, by an instrument or instruments in writing executed and delivered to the Trustee, shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising

any trust or power conferred on the Trustee; provided, however, that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action so directed may not lawfully be taken.

Section 5.09. Remedies Cumulative; Subject to Mandatory Requirements of Law. The remedies in this Agreement provided in favor of the Trustee and the holders of the Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity; and such remedies so provided in this Agreement shall be subject in all respects to any mandatory requirements of law at the time applicable thereto, to the extent such requirements may not be waived on the part of the Company.

Section 5.10. Company's Right to Acquire Trust Certificates After Default. At any time after written request of the holders of not less than 33% in the principal amount of the then outstanding Trust Certificates to declare the Trust Certificates to be due and payable shall have been made pursuant to Section 5.01 hereof, and upon request of the Company made to each holder of an outstanding Trust Certificate, each holder of a Trust Certificate agrees that, it will, upon receipt from the Company of an amount equal to the aggregate unpaid principal of and accrued interest on all Trust Certificates then held by such holder plus all other sums then due and payable to such holder hereunder or under such Trust Certificates, forthwith sell, assign, transfer and convey to the Company all of the right, title and interest of such holder in and to the Trust Equipment, this Agreement, all Trust certificates then held by such holder, the Purchase Agreement, the Lease, the Assignment and the Consent. If the Company shall request, such holder will comply with all the provisions of Section 2.05 to enable new Trust Certificates to be issued to the Company in such denominations as the Company shall request. All charges and expenses required pursuant to Section 2.05 in connection with the issuance of any new Trust Certificates shall be borne by the Company. In the event that the Company shall have acquired all the Trust Certificates in the manner contemplated by this Section and all amounts owing to the Trustee pursuant to this Agreement shall have been paid, the Trustee shall not exercise any remedies under this Agreement, the Assignment or the Lease without the approval of the Company.

ARTICLE SIX

Additional Covenants and Agreements by the Company

Section 6.01. Discharge of Liens. The Company covenants and agrees that it will pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or

discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become a lien, charge or encumbrance upon or against any of the Trust Equipment ranking prior to or pari passu with the interests of the Trustee; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, provided that such contest will not adversely affect the rights or interests of the Trustee or the holders of the Trust Certificates and the Company and the Lessee shall have furnished the Trustee with an Opinion of Counsel to such effect.

Section 6.02. Recording. The Company will, at its own expense, promptly after the execution and delivery of this Agreement, the Lease and the Assignment (including the Consent) and each supplement or amendment hereto or thereto, respectively, cause the same to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and deposited with the Registrar General of Canada (notice of such deposit to be forthwith thereafter given in the Canada Gazette) pursuant to Section 86 of the Railway Act of Canada. The Company will, at its own expense, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will from time to time refile, reregister, rerecord or redeposit) any and all further instruments required by law or reasonably requested by the Trustee, for the purpose of proper protection, to the satisfaction of the Trustee, of the title of the Trustee to the Trust Equipment and the rights of the holders of the Trust Certificates or for the purpose of carrying out the intention of this Agreement.

Promptly after the execution and delivery of this Agreement and of the Assignment (including the Consent), and of each supplement or amendment hereto or thereto, the Company will furnish or cause to be furnished to the Trustee an Opinion of Counsel or Opinions of Counsel stating that, in the opinion of such counsel, each such document has been properly recorded and filed so as effectively to protect the title of the Trustee to the Trust Equipment in the United States and its interests in the Lease and its rights and the rights of the holders of the Trust Certificates hereunder and thereunder in the United States and Canada and reciting the details of such action.

Section 6.03. Further Assurances. The Company covenants and agrees from time to time at its expense to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

ARTICLE SEVEN

Concerning the Holders of Trust Certificates

Section 7.01. Evidence of Action Taken by Holders of Trust Certificates. Whenever in this Agreement it is provided that the holders of a specified percentage in aggregate principal amount of the Trust Certificates may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced by an instrument or any number of instruments of similar tenor executed by holders of Trust Certificates in person or by agent or proxy appointed in writing.

Section 7.02. Proof of Execution of Instruments and of Holding of Trust Certificates. Proof of the execution of any instrument by a holder of Trust Certificates or his agent or proxy and proof of the holding by any person of any of the Trust Certificates shall be sufficient if made in the following manner:

The fact and date of the execution by any such person of any instrument may be proved by the certificate of any notary public or other officer of any jurisdiction within the United States authorized to take acknowledgments of deeds to be recorded in such jurisdiction that the person executing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary or other such officer or in any other manner which the Trustee deems sufficient.

The ownership of Trust Certificates and the unpaid principal amount thereof may be proved by the register of such Certificates or by a certificate of the Trustee.

Section 7.03. Trust Certificates Owned by Company. In determining whether the holders of the requisite principal amount of the Trust Certificates have concurred in any direction, request or consent under this Agreement, Trust Certificates which are owned by the Company, the Lessee or by an Affiliate of the Company or the Lessee shall (unless all of the Trust Certificates are so owned) be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, request or consent, only Trust Certificates which the Trustee actually knows are so owned shall be disregarded.

Section 7.04. Right of Revocation of Action Taken. At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 7.01, of the taking of any action by the holders of the percentage in aggregate principal amount of the Trust Certificates specified in this Agreement in connection with such action, any holder of a Trust Certificate the serial number

of which is shown by the evidence to be included in the Trust Certificates the holders of which have consented to such action may, by filing written notice with the Trustee at its Corporate Trust Office and upon proof of holding as provided in Section 7.02, revoke such action in so far as concerns such Trust Certificate. Except as aforesaid, any such action taken by the holder of any Trust Certificate shall be conclusive and binding upon such holder and upon all future holders and owners of such Trust Certificate and of any Trust Certificate issued in exchange or substitution therefor, irrespective of whether or not any notation in regard thereto is made upon such Trust Certificate. Any action taken by the holders of the percentage in aggregate principal amount of the Trust Certificates specified in this Agreement in connection with such action shall be conclusive and binding upon the Company, the Trustee and the holders of all the Trust Certificates and shall be the exclusive remedy of all holders of all Trust Certificates.

ARTICLE EIGHT

The Trustee

Section 8.01. Acceptance of Trust. The Trustee hereby accepts the trust imposed upon it by this Agreement, and covenants and agrees to perform the same as herein expressed. The Trustee acknowledges that arrangements satisfactory to it have been made for the payment of its fees and expenses prior to an Event of Default hereunder, and that it will not seek payment thereof from the Company or the holders of the Trust Certificates.

Section 8.02. Duties and Responsibilities of the Trustee. In case an Event of Default has occurred which has not been cured and of which the Trustee has knowledge, the Trustee shall exercise such of the rights and powers vested in it by this Agreement and use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Agreement shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own wilful misconduct, except that

(a) prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement, and the Trustee shall not be liable except for the performance of such duties and obligations as

are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement;

(b) the Trustee shall not be liable for any error of judgment made by it in good faith, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts or that its action or inaction was contrary to the express provisions of this Agreement;

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate principal amount of the then outstanding Trust Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Agreement;

(d) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Trust Certificate, guaranty or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

(e) the Trustee may consult with counsel, and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with such Opinion of Counsel and not contrary to any express provision of this Agreement;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request, order or direction of any of the holders of the Trust Certificates, pursuant to the provisions of this Agreement, unless such holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby; and

(g) the Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement.

Section 8.03. Application of Rentals; Responsibility of Trustee. The Trustee covenants and agrees to apply the rentals received by it under Section 4.04 when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in Section 4.04.

The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified to its satisfaction by the Company or by one or more of the holders of the Trust Certificates against all liability and expenses; and the Trustee shall not be responsible for the filing or recording, required under Section 6.02, of this Agreement or of any supplement or amendment hereto or statement of new identifying numbers.

Section 8.04. Funds May be Held by Trustee. Any money at any time paid to or held by the Trustee hereunder until paid out or invested by the Trustee as herein provided need not be segregated in any manner except to the extent required by law and may be carried by the Trustee on deposit with its general banking department, and the Trustee shall not be liable for any interest thereon.

At any time, and from time to time, if at the time no Event of Default shall have occurred and be continuing, the Trustee, on the written or telegraphic request of the Lessee, may invest and reinvest any Deposited Cash held by it in Investments, at such prices, including any premium and accrued interest, as set forth in such request, such Investments to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

The Trustee shall, on request, in the event funds are required in connection with a settlement for Trust Equipment pursuant to Section 3.02 or in the event funds are required for the prepayment of the Trust Certificates pursuant to Section 4.07, sell such Investment, or any portion thereof, and restore to Deposited Cash the proceeds of any such sale up to the amount paid for such Investments, including any accrued interest.

The Trustee shall restore to Deposited Cash, out of rentals received by it for that purpose under the provisions of Section 4.04(1), an amount equal to any expenses incurred in connection with any purchase, sale or redemption of Investments and also an amount equal to any loss of principal (including interest accrued thereupon at the time of purchase) incurred in connection with any such purchase, sale or redemption.

Any interest (in excess of accrued interest paid from Deposited Cash held hereunder at the time of purchase) or other profit which may be realized from any sale or redemption of Investments and held by the Trustee shall be paid to the Lessee, as a third-party beneficiary of the Trustee's agreement under this paragraph, provided that the Company is not in default hereunder and the Lessee is not in default under the Lease.

Section 8.05. Trustee Not Liable for Delivery Delays or Defects in Equipment or Title, Agents, etc. The Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorney and agents as it shall appoint, and shall be answerable only for its own acts, and not for the acts of any co-trustee or separate trustee appointed under Section 8.09 hereof or for the acts of any attorney or other agent appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement, the Lease, the Assignment, the Consent, or of the Trust Certificates (except for its own execution thereof).

The Trustee may in its individual capacity own, hold and dispose of Trust Certificates.

Any moneys at any time held by the Trustee shall, until paid out or invested as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates.

Section 8.06. Resignation and Removal of Trustee; Appointment of Successor Trustee.

(a) The Trustee may resign and be discharged of the trust created by this Agreement by giving 30 day's written notice to the Company and to the registered holders of the Trust Certificates and such resignation shall take effect upon receipt by the Trustee of an instrument of acceptance executed by a successor trustee as hereinafter provided in this Section.

(b) The Trustee may be removed at any time by an instrument in writing signed by the holders of a majority in principal amount of the Trust Certificates then outstanding, delivered to the Trustee and the Company.

(c) If at any time the Trustee shall resign or be removed or otherwise become incapable of acting or, if at any time a vacancy shall occur in the office of the Trustee for any other cause, a successor trustee may be appointed by the holders of a majority of the aggregate principal amount of the then outstanding Trust Certificates by an instrument in writing delivered to the Company and the Trustee. Until a successor trustee shall be appointed by the holders of Trust Certificates as herein authorized, the Company by an instrument in writing executed by order of its Board of Directors shall appoint a trustee to fill such vacancy. A successor trustee so appointed by the Company shall immediately and without further act be superseded by a successor trustee appointed by the holders of the Trust Certificates in the manner provided above. Every successor trustee appointed pursuant to this Section shall be a bank or trust company incorporated under the laws of the United States of America or any State thereof and having a capital and surplus of not less than \$25,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(d) The Company shall give notice to the holders of all outstanding Trust Certificates of each resignation or removal of the then Trustee and of each appointment by the Company of a successor trustee pursuant to this Section by mailing written notice of such event by first-class mail, postage prepaid.

Section 8.07. Acceptance of Appointment by Successor Trustee. Any successor trustee appointed as provided in Section 8.06 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon (unless such resignation shall have become effective earlier pursuant to Section 8.06(a)) the resignation or removal of the predecessor trustee shall become effective and such successor trustee without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Trustee herein; but, nevertheless, on the written request of the Company or of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon request of any such successor trustee, the Company shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers.

Section 8.08. Merger or Consolidation of Trustee. Any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Trustee shall be a party shall be the successor of the Trustee hereunder, provided such corporation

Section 9.06. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 9.07. Execution. Although this Agreement is dated as of October 15, 1973, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

Section 9.08. Separability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Company hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunder affixed as of the day and year first written.

INTER NATIONAL BANK OF MIAMI,
as Trustee,

[CORPORATE SEAL]

by: _____
Authorized Officer

Attest:

BORG WARNER EQUITIES CORPORATION,

by:

J. H. Zinn
Vice President

[CORPORATE SEAL]

Attest:

[Signature]
Secretary

STATE OF FLORIDA

SS.:

COUNTY OF DADE

On this day of , 1973, before me
personally appeared , to me
personally known, who, being by me duly sworn, says that he is an
Authorized Officer of INTER NATIONAL BANK OF MIAMI, that one of
the seals affixed to the foregoing instrument is the corporate
seal of said banking corporation, that said instrument was signed
and sealed on behalf of said banking corporation by authority of
its By-Laws, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said banking
corporation.

My commission expires

Notary Public

[NOTARIAL SEAL]

STATE OF ILLINOIS)
) ss.:
 COUNTY OF COOK)

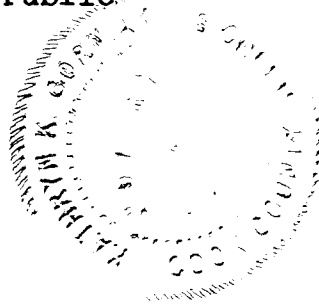
On this 9th day of November, 1973, before me personally appeared J. G. QUINNERT to me personally known, who, being by me duly sworn, says that he is a Vice President of BORG WARNER EQUITIES CORPORATION that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires

My Commission Expires Sept. 13, 1976

Kathryn K. Horniak
 Notary Public

[NOTARIAL SEAL]



SCHEDULE I - Equipment Trust Agreement

Basic Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost per Unit</u>	<u>Identifying Numbers (both inclusive)</u>
200	100-Ton Bulkhead Flat Cars	\$21,345.26 (U.S.) (Based on Exchange at Par with Canadian Dollar)	CPI 317000 to 317199 inclusive
12	70-Ton Flush Deck Flat Cars with Saddleback Equipment	\$24,933 (U.S.)	CPAA 570025 to 570036 inclusive

MANUFACTURING AGREEMENT NO. 1

Dated as of October 15, 1973

among

MARINE INDUSTRIES LIMITED

BORG WARNER EQUITIES CORPORATION

and

CANADIAN PACIFIC LIMITED

Covering 200 100-ton Bulkhead Flat Cars

MANUFACTURING AGREEMENT NO. 1 dated as of October 15, 1973, among MARINE INDUSTRIES LIMITED (hereinafter called the Manufacturer), BORG WARNER EQUITIES CORPORATION (hereinafter called the Company) and CANADIAN PACIFIC LIMITED, a corporation organized and existing under the laws of Canada (hereinafter called the Lessee).

WHEREAS the Manufacturer agrees to construct, sell and deliver to the Company and the Company agrees to purchase 200 new, standard gauge 100-ton bulkhead flat cars (hereinafter called the Equipment); and

WHEREAS in consideration of the execution and delivery of this Agreement, the purchase agreements or purchase orders, if any, heretofore executed between the Lessee, the Manufacturer or others covering the Equipment are hereby canceled in so far as they relate to the Equipment; and

WHEREAS the Company proposes to enter into an Equipment Trust Agreement dated as of the date hereof (hereinafter called the Equipment Trust Agreement) with INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee); and

WHEREAS it is contemplated that, pursuant to the Equipment Trust Agreement, there will be paid by the Trustee and the Company to the Manufacturer on not more than two Closing Dates (as hereinafter defined) the Purchase Price (as hereinafter defined) of all the Equipment; and

WHEREAS the Company, as lessor, proposes to enter into a Lease dated as of the date hereof to the Lessee in substantially the form annexed to the Equipment Trust Agreement as Annex B (hereinafter called the Lease) and the Lessee has joined in this Agreement for the purpose of making certain agreements as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. Construction and Sale. Subject to the terms and conditions hereinafter set forth, the Manufacturer will construct the Equipment at its plant at Tracy (Sorel) Quebec, Canada and will sell to the Company, and deliver the Equipment as hereinbelow provided and the Company will pay or cause the Trustee to pay to the Manufacturer the Purchase Price of the Equipment, each unit of which will be constructed in accordance with the specifications referred to in Schedule I hereto and in accordance with such modifications thereof as may have been agreed upon in writing by the Manufacturer and the Lessee (which specifications and modifications, if any, are hereinafter called

the Specifications) and will, at or before delivery thereof to the Lessee pursuant to Article 2 hereof, have the following ownership markings stencilled on each side thereof in a conspicuous place in letters not less than one inch in height:

"OWNED BY A CORPORATION, BANK OR TRUST COMPANY, SUBJECT TO AN EQUIPMENT TRUST AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20 C".

The Manufacturer agrees that the design, quality and component parts of the Equipment except as to design, quality and component parts specified or supplied by the Lessee will conform to all Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads reasonably interpreted as being applicable to new railroad equipment of the character of such units of the Equipment as of the date of delivery thereof.

The Lessee agrees that the design, quality and component parts of the Equipment specified by it will conform to all Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads, reasonably interpreted as being applicable to new railroad equipment of the character of such units of Equipment as of the date of delivery thereof.

ARTICLE 2. Delivery and Security Interest. The Manufacturer will deliver the Equipment to the Lessee, as agent of the Trustee and the Company, freight charges, if any, prepaid, at Canadian Pacific Lines, Montreal, Canada, and in accordance with the time of delivery schedule set forth in Schedule I hereto, provided, however, that no unit of the Equipment shall be delivered under this Agreement until this Agreement shall have been filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act (and in delivering the Equipment, the Manufacturer may rely upon telephonic or telegraphic advice to counsel for the Manufacturer from counsel for the Lessee that this Agreement has been so filed and recorded). Each unit of the Equipment shall be subject to a security interest retained by the Manufacturer until the Manufacturer is paid the Purchase Price of such unit pursuant to Article 3 hereof.

The Manufacturer and the Lessee each severally represents and warrants that, to the best of its knowledge, at the time of the delivery of the Equipment to the Lessee, as agent of the Trustee and the Company, the Equipment will be new railroad equipment, not having been used by any person after completion of manufacture and prior to delivery, and no amortization, depreciation or investment credit will have been claimed by any person with respect thereto.

The Manufacturer's obligation as to time of delivery is subject to delays resulting from causes beyond the Manufacturer's reasonable control, including, but not limited to, acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotage, strikes, labor shortages, differences with workmen, accidents, fire, flood, explosion, damage to plant, equipment or facilities or delays in receiving necessary materials.

Notwithstanding the preceding provisions of this Article 2, any unit of the Equipment not delivered, accepted and settled for pursuant to Article 3 hereof before April 15, 1974, shall be excluded from this Agreement and not included in the term "Equipment" as used in this Agreement. If the Manufacturer's failure to deliver the units of the equipment so excluded from this Agreement resulted from one or more of the causes set forth in the immediately preceding paragraph, a separate agreement shall be entered into between the Manufacturer and the Lessee providing for the purchase of such excluded equipment by the Lessee on the terms herein specified, payment to be made in cash in accordance with the terms of this Agreement after delivery of such excluded equipment either directly or by means of a conditional sale, equipment trust or such other appropriate method of financing the purchase as the Lessee and the Manufacturer shall mutually determine.

The Equipment shall be subject to inspection and approval prior to delivery by inspectors or other authorized representatives of the Company and the Trustee (who may be employees or authorized representatives of the Lessee), and the Manufacturer shall grant to any such inspector or other authorized representative reasonable access to its plant. From time to time upon the completion of the construction of each unit or a number of units of the Equipment, such unit or units shall thereupon be presented to an inspector or other authorized representative of the Company and the Lessee for inspection at the Manufacturer's plant and, if each such unit conforms to the Specifications and the other requirements, specifications and standards set forth or referred to in Article 1 hereof, such inspector or authorized representative shall promptly execute and deliver to the Manufacturer, in such number of counterparts or copies as may reasonably be requested, a certificate of acceptance (hereinafter called a Certificate of Acceptance) stating that such unit or units have been inspected and accepted on behalf of the Company and the Trustee and are marked in accordance with Article 1 hereof; provided, however, that the Manufacturer shall not thereby be relieved of its warranty contained in Article 5 of this Agreement.

On acceptance of each of the units of the Equipment pursuant to this Article 2 on behalf of the Company and the Trustee as aforesaid, the Company assumes with respect thereto the

responsibility and risk of loss or damage and the Manufacturer shall deliver to the Trustee (i) an invoice describing such unit and stating that such unit is new standard gauge railroad equipment (other than passenger or work equipment) and that the Purchase Price of such unit is an amount therein specified in U.S. dollars and (ii) a bill of sale transferring such unit to the Trustee and warranting to the Trustee, the Company and to the Lessee that at the time of such delivery the Manufacturer had legal title to such unit and good and lawful right to sell the same and that title to such unit was, at the time of such delivery of such unit, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement, the Equipment Trust Agreement or as permitted by Section 6.01 thereof and except for the rights of the Lessee under the Lease.

ARTICLE 3. Purchase Price and Payment. The base price per unit of the Equipment, stated in U.S. dollars, \$21,345.26. Such base price shall include freight charges, if any, prepaid by the Manufacturer, from the Manufacturer's plant to the point of delivery and is subject to such increase or decrease as may be or has been agreed to by the Manufacturer and the Lessee whether such prior agreement is canceled hereby or not. The term "Purchase Price" as used herein shall mean the base price or prices as so increased or decreased. If on any Closing Date the aggregate of (i) the aggregate Invoiced Purchase Prices (as hereinafter defined in this Article 3) for which settlement has theretofore been or is then being made under this Agreement and (ii) the aggregate of the Invoiced Purchase Prices as defined in Article 3 of Manufacturing Agreement No. 2 (as defined in the Equipment Trust Agreement) for which settlement has therefore been made or is then scheduled to be made under said Manufacturing Agreement No. 2 would, but for the provisions of this sentence, exceed \$4,650,000 (U.S.) (or such larger amount as the Company may at its option agree to), the Manufacturer and the Lessee will, upon request of the Company, enter into an agreement excluding from this Agreement such unit or units of the Equipment then proposed to be settled for as specified by the Company, as will, after giving effect to such exclusion, reduce such aggregate Invoiced Purchase Prices to not more than \$4,650,000 (U.S.) (or such larger amount as aforesaid); and the Lessee agrees to purchase on the terms herein specified any such unit or units of the Equipment so excluded from this Agreement from the Manufacturer for cash on such Closing Date, or on such other date to which the Manufacturer and the Lessee shall mutually agree, either directly or, if the Manufacturer and the Lessee shall mutually agree, by means of a conditional sale, equipment trust or other appropriate method of financing; in which event the Company shall execute such instruments and take such other action as shall be reasonably requested by the Lessee to vest in the Lessee or its designee, full title to such unit or units.

The Equipment shall be settled for in not more than two groups of Units of the Equipment delivered to and accepted by the Lessee, as agent for the Trustee, on Closing Dates fixed as hereinafter provided (the Equipment settled for on each Closing Date being hereinafter called a Group).

Subject to the provisions of Article 4 hereof, the Company hereby promises to pay or cause to be paid in cash to the Manufacturer at such place as the Manufacturer may designate, on each Closing Date with respect to a Group, an amount equal to (x) the Purchase Price of all units of the Equipment in the Group as set forth in the invoice or invoices therefor (such invoiced prices being herein called the Invoiced Purchase Prices), less (y) the amount paid to the Manufacturer by the Trustee pursuant to Section 3.02 of the Equipment Trust Agreement.

The term "Closing Dates" with respect to the Groups of the Equipment shall mean November 27, 1973, and December 15, 1973, or such later date following the date of deposit of the net proceeds of the sale of the Equipment Trust Certificates (hereinafter called the Equipment Trust Certificates) issued pursuant to Section 2.01 of the Equipment Trust Agreement, following presentation by the Manufacturer to the Lessee of the invoice and the Certificate or Certificates of Acceptance for any such Group, as shall be fixed by the Company and the Lessee by written notice delivered to the Manufacturer and the Trustee at least five business days prior to the Closing Date designated therein and consented to in writing by the Trustee. The term "business days" as used herein means calendar days, excluding Saturdays, Sundays and legal holidays or days on which banking institutions are authorized by law to close in Miami, Florida, or New York, New York.

Upon payment to the Manufacturer for any Group of Equipment as provided for in this Agreement, any and all claims, liens, security interests or other encumbrances of any nature of the Manufacturer with respect to title to such Group of Equipment under this Agreement shall forthwith cease and determine.

ARTICLE 4. Conditions to Obligations of the Company. The obligation of the Company under this Agreement to pay or cause to be paid to the Manufacturer any amount required to be paid pursuant to the third paragraph of Article 3 hereof with respect to any Group of the Equipment is subject to the condition (a) that prior thereto or concurrently therewith the Trustee shall have paid to the Manufacturer the amount agreed to be paid under Section 3.02 of the Equipment Trust Agreement and (b) that the Company shall have received, on or prior to the Closing Date, the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to it:

(i) the bill or bills of sale from the Manufacturer to the Trustee referred to in the last paragraph of Article 2 hereof, with respect to the Equipment in such Group;

(ii) the Certificate or Certificates of Acceptance with respect to the Equipment in such Group, referred to in the fifth paragraph of Article 2 hereof and the Lessee's Certificate or Certificates of Acceptance with respect thereto referred to in Section 1 of the Lease;

(iii) the invoice or invoices with respect to the Equipment in such Group referred to in the last paragraph of Article 2 hereof, accompanied by or having endorsed thereon a certification by the Lessee as to the correctness of the prices of such Equipment as set forth in said invoices;

(iv) a signed copy of the opinion of counsel for the Lessee required by Section 3.04(d) of the Equipment Trust Agreement;

(v) a signed copy of the opinion of counsel for the Manufacturer required by Section 3.04(e) of the Equipment Trust Agreement;

(vi) a signed copy of the opinion of Messrs. McCarthy & McCarthy, special Canadian counsel, required by Section 3.04(f) of the Equipment Trust Agreement;

(vii) a Lessee's Certificate (as defined in the Equipment Trust Agreement) dated the Closing Date to the effect that no Event of Default (as defined in the Equipment Trust Agreement) which relates to the Lessee nor an Event of Default (as defined in the Lease), nor any event which with the lapse of time and/or notice provided for in the Equipment Trust Agreement or in the Lease would constitute such an Event of Default thereunder shall have occurred and be continuing; and

(viii) such other documents as the Company may reasonably request.

ARTICLE 5. Manufacturer's Warranty of Materials and Workmanship. The Manufacturer warrants that the units of the Equipment will be built in accordance with the Specifications and with the other requirements, specifications and standards set forth or referred to in Article 1 of this Agreement and warrants the Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Lessee and not manufactured by the Manufacturer) and workmanship or design (except as to designs specified by the Lessee and not developed or purported to be developed by the Manufacturer) under normal use and service; the Manufacturer's

obligation under this paragraph being limited to making good at its plant any part or parts of any unit of the Equipment which shall be returned to the Manufacturer, the transportation charges prepaid, within one year after delivery of such unit and which the Manufacturer's examination shall disclose to its satisfaction to have been thus defective. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and the Manufacturer neither makes nor authorizes any other person to make for it any other warranty in connection with the construction and delivery of the Equipment, except as aforesaid.

The Manufacturer further agrees that neither the inspection as provided in Article 2 of this Agreement, nor any examination, nor the acceptance of any units of the Equipment as provided in said Article 2, shall be deemed a waiver or modification by the Company, the Trustee and/or the Lessee of any of their rights under this Article 5.

ARTICLE 6. Patent Indemnities. Except in cases of articles or materials specified by the Lessee and not manufactured by the Manufacturer and in cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed or purported to be developed by the Manufacturer, the Manufacturer agrees to indemnify, protect and hold harmless the Lessee, the Company and the Trustee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Lessee, the Company and the Trustee, their assigns or the users of the Equipment because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Lessee likewise will indemnify, protect and hold harmless the Manufacturer, the Trustee and the Company from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Manufacturer, the Trustee and the Company because of the use in or about the construction or operation of any of the Equipment of any article or material specified by the Lessee and not manufactured by the Manufacturer or of any design, system, process, formula or combination specified by the Lessee and not developed or purported to be developed by the Manufacturer which infringes or is claimed to infringe on any patent or other right. The Manufacturer agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, assign, set over and deliver to the Lessee every claim, right and cause of action which the Manufacturer has or hereafter shall have against the seller or sellers of any designs, systems, processes, formulae, combinations, articles or materials specified by the

Lessee and purchased or otherwise acquired by the Manufacturer for use in or about the construction or operation of any of the Equipment, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right. The Manufacturer further agrees to execute and deliver to the Lessee or the users of the Equipment all and every such further assurance as may be reasonably requested by the Lessee more fully to effectuate the assignment and delivery of every such claim, right and cause of action. The Manufacturer will give notice to the Lessee of any claim known to the Manufacturer from which liability may be charged against the Lessee hereunder and the the Lessee and the Company, respectively, will give notice to the Manufacturer of any claim known to the Lessee or the Company, as the case may be, on the basis of which liability may be charged against the Manufacturer hereunder. For purposes of this Article 6, the term "Trustee" shall include each holder from time to time of any Trust Certificate or Trust Certificates.

ARTICLE 7. Taxes. All payments to be made or caused to be made by the Company or the Lessee hereunder will be free of expense to the Manufacturer with respect to the amount of any local, state, provincial, or federal United States or Canadian taxes (other than net income, gross receipts, franchise taxes measured by net income based on such receipts, excess profits and similar taxes), assessments, license fees, charges, fines or penalties levied or imposed upon, or in connection with, or measured by, this Agreement or any use, payment, shipment, delivery or transfer of title under the terms hereof, all of which taxes, assessments, license fees, charges, fines or penalties the Company or the Lessee, as the case may be, assumes and agrees to pay on demand in addition to the Purchase Price of the Equipment; provided, however, that the Company will have no obligation to pay any such taxes, assessments, license fees, charges, fines or penalties unless it shall have received payment thereof from the Lessee pursuant to Section 5 of the Lease.

ARTICLE 8. Notice. Any notice hereunder to the party designated below shall be deemed to be properly served if delivered or mailed to it at the following specified addresses:

(a) to the Company, at 4001 West Devon Avenue, Chicago, Illinois 60646, Attention of Vice President -- Finance;

(b) to the Lessee, at Windsor Station, Room 245, Montreal 101, Quebec, Canada, Attention of Vice President -- Finance and Accounting;

(c) to the Manufacturer, c/o Vice President and Treasurer, Suite 500, 1405 Peel Street, Montreal, Canada HA157;

or at such other addresses as may have been furnished in writing by such party to the other parties to this Agreement.

ARTICLE 9. Article Headings. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

ARTICLE 10. Effect and Modification of Agreement. This Agreement, and the Schedules relating hereto, exclusively and completely state the rights and agreements of the Manufacturer, the Company and the Lessee with respect to the Equipment and supersede all other agreements, oral or written, with respect to the Equipment. No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and duly executed on behalf of the Company, the Manufacturer and the Lessee.

ARTICLE 11. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the Province of Quebec, Canada.

ARTICLE 12. Successors and Assigns. As used herein the terms Manufacturer, Company, Trustee and Lessee shall be deemed to include the successors and assigns of the Manufacturer, the Company, the Trustee and the Lessee.

ARTICLE 13. Execution. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Agreement to be duly executed as of the date first above written.

MARINE INDUSTRIES LIMITED

by

[Corporate Seal]

Attest:

BORG WARNER EQUITIES
CORPORATION

by

Vice President

[Corporate Seal]

Attest:

Secretary

CANADIAN PACIFIC LIMITED

by

Vice President
of the Company

[Corporate Seal]

Attest:

Secretary

PROVINCE OF

)

) ss.:

CITY OF

)

On this day of , 1973, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of MARINE INDUSTRIES LIMITED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Commissioner for
Oaths

My commission expires:

[Commissioner's Seal]

STATE OF ILLINOIS)
) ss.:
 COUNTY OF COOK)

On this day of , 1973, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of BORG WARNER EQUITIES CORPORATION that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

 Notary Public

[Notarial Seal]

PROVINCE OF QUEBEC)
CITY OF MONTREAL) ss.:

On this day of , 1973, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of the Company of CANADIAN PACIFIC LIMITED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Commissioner for Oaths

My commission is for life.

[Commissioner's Seal]

SCHEDULE I

1. Specifications:
Canadian Pacific Railroad Specifications 571 and
SCF-1971, dated January 25, 1973, and August 9, 1971,
respectively.
2. Delivery Schedule:
First Group: through date of execution of this
Manufacturing Agreement.
Second Group: December 15, 1973.

MANUFACTURING AGREEMENT NO. 2

Dated as of October 15, 1973

among

BETHLEHEM STEEL CORPORATION

BORG WARNER EQUITIES CORPORATION

and

CANADIAN PACIFIC LIMITED

Covering 12 70-ton Pedestal Flat Cars

MANUFACTURING AGREEMENT NO. 2 dated as of October 15, 1973, among BETHLEHEM STEEL CORPORATION (hereinafter called the Manufacturer), BORG WARNER EQUITIES CORPORATION (hereinafter called the Company) and CANADIAN PACIFIC LIMITED, a corporation organized and existing under the laws of Canada (hereinafter called the Lessee).

WHEREAS the Manufacturer agrees to construct, sell and deliver to the Company and the Company agrees to purchase 12 new, standard gauge 70-ton pedestal flat cars (hereinafter called the Equipment); and

WHEREAS in consideration of the execution and delivery of this Agreement, the purchase agreements or purchase orders, if any, heretofore executed between the Lessee, the Manufacturer or others covering the Equipment are hereby canceled in so far as they relate to the Equipment; and

WHEREAS the Company proposes to enter into an Equipment Trust Agreement dated as of the date hereof (hereinafter called the Equipment Trust Agreement) with INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee); and

WHEREAS it is contemplated that, pursuant to the Equipment Trust Agreement, there will be paid by the Trustee and the Company to the Manufacturer on one or more Closing Dates (as hereinafter defined) the Purchase Price (as hereinafter defined) of all the Equipment; and

WHEREAS the Company, as lessor, proposes to enter into a Lease dated as of the date hereof to the Lessee in substantially the form annexed to the Equipment Trust Agreement as Annex B (hereinafter called the Lease) and the Lessee has joined in this Agreement for the purpose of making certain agreements as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. Construction and Sale. Subject to the terms and conditions hereinafter set forth, the Manufacturer will construct the Equipment at its plant at Johnstown, Pennsylvania, and will sell to the Company, and deliver the Equipment as hereinbelow provided and the Company will pay or cause the Trustee to pay to the Manufacturer the Purchase Price of the Equipment, each unit of which will be constructed in accordance with the specifications referred to in Schedule I hereto and in accordance with such modifications thereof as may have been agreed upon in writing by the Manufacturer and the Lessee (which specifications and modifications, if any, are hereinafter called the

The Manufacturer's obligation as to time of delivery is subject to delays resulting from causes beyond the Manufacturer's reasonable control, including, but not limited to, acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotage, strikes, labor shortages, differences with workmen, accidents, fire, flood, explosion, damage to plant, equipment or facilities or delays in receiving necessary materials.

Notwithstanding the preceding provisions of this Article 2, any unit of the Equipment not delivered, accepted and settled for pursuant to Article 3 hereof before April 15, 1974, shall be excluded from this Agreement and not included in the term "Equipment" as used in this Agreement. If the Manufacturer's failure to deliver the units of the equipment so excluded from this Agreement resulted from one or more of the causes set forth in the immediately preceding paragraph, a separate agreement shall be entered into between the Manufacturer and the Lessee providing for the purchase of such excluded equipment by the Lessee on the terms herein specified, payment to be made in cash in accordance with the terms of this Agreement after delivery of such excluded equipment either directly or by means of a conditional sale, equipment trust or such other appropriate method of financing the purchase as the Lessee and the Manufacturer shall mutually determine.

The Equipment shall be subject to inspection and approval prior to delivery by inspectors or other authorized representatives of the Company and the Trustee (who may be employees or authorized representatives of the Lessee), and the Manufacturer shall grant to any such inspector or other authorized representative reasonable access to its plant. From time to time upon the completion of the construction of each unit or a number of units of the Equipment, such unit or units shall thereupon be presented to an inspector or other authorized representative of the Company and the Lessee for inspection at the Manufacturer's plant and, if each such unit conforms to the Specifications and the other requirements, specifications and standards set forth or referred to in Article 1 hereof, such inspector or authorized representative shall promptly execute and deliver to the Manufacturer, in such number of counterparts or copies as may reasonably be requested, a certificate of acceptance (hereinafter called a Certificate of Acceptance) stating that such unit or units have been inspected and accepted on behalf of the Company and the Trustee and are marked in accordance with Article 1 hereof; provided, however, that the Manufacturer shall not thereby be relieved of its warranty contained in Article 5 of this Agreement.

On acceptance of each of the units of the Equipment pursuant to this Article 2 on behalf of the Company and the Trustee as aforesaid, the Company assumes with respect thereto the

responsibility and risk of loss or damage and the Manufacturer shall deliver to the Trustee (i) an invoice describing such unit and stating that such unit is new standard gauge railroad equipment (other than passenger or work equipment) and that the Purchase Price of such unit is an amount therein specified in U.S. dollars and (ii) a bill of sale transferring such unit to the Trustee and warranting to the Trustee, the Company and to the Lessee that at the time of such delivery the Manufacturer had legal title to such unit and good and lawful right to sell the same and that title to such unit was, at the time of such delivery of such unit, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement, the Equipment Trust Agreement or as permitted by Section 6.01 thereof and except for the rights of the Lessee under the Lease.

ARTICLE 3. Purchase Price and Payment. The base price per unit of the Equipment, stated in U.S. dollars, is \$24,933. Such base price shall include freight charges, if any, prepaid by the Manufacturer, from the Manufacturer's plant to the point of delivery and is subject to such increase or decrease as may be or has been agreed to by the Manufacturer and the Lessee whether such prior agreement is canceled hereby or not. The term "Purchase Price" as used herein shall mean the base price or prices as so increased or decreased. If on any Closing Date the aggregate of (i) the aggregate Invoiced Purchase Prices (as hereinafter defined in this Article 3) for which settlement has theretofore been and is then being made under this Agreement and (ii) the aggregate Invoiced Purchase Prices as defined in Article 3 of Manufacturing Agreement No. 1 (as defined in the Equipment Trust Agreement), for which settlement has theretofore been made or is then scheduled to be made under said Manufacturing Agreement No. 1 would but for the provisions of this sentence, exceed \$4,650,000 (U.S.) (or such larger amount as the Company may at its option agree to), the Manufacturer and the Lessee will, upon request of the Company, enter into an agreement excluding from this Agreement such unit or units of the Equipment then proposed to be settled for as specified by the Company, as will, after giving effect to such exclusion, reduce such aggregate Invoiced Purchase Prices to not more than \$4,650,000 (U.S.) (or such larger amount as aforesaid); and the Lessee agrees to purchase on the terms herein specified any such unit or units of the Equipment so excluded from this Agreement from the Manufacturer for cash on such Closing Date, or on such other date to which the Manufacturer and the Lessee shall mutually agree, either directly or, if the Manufacturer and the Lessee shall mutually agree, by means of a conditional sale, equipment trust or other appropriate method of financing; in which event the Company shall execute such instruments and take such other action as shall be reasonably requested by the Lessee to vest in the Lessee or its designee, full title to such unit or units.

The Equipment shall be settled for in one group of Units of the Equipment delivered to and accepted by the Lessee, as agent for the Trustee, on a Closing Date fixed as hereinafter provided (the Equipment settled for on the Closing Date being hereinafter called the Group).

Subject to the provisions of Article 4 hereof, the Company hereby promises to pay or cause to be paid in cash to the Manufacturer at such place as the Manufacturer may designate, on the Closing Date with respect to the Group, an amount equal to (x) the Purchase Price of all units of the Equipment in the Group as set forth in the invoice or invoices therefor (such invoiced prices being herein called the Invoiced Purchase Prices), less (y) the amount paid to the Manufacturer by the Trustee pursuant to Section 3.02 of the Equipment Trust Agreement.

The term "Closing Date" with respect to the Group shall mean January 12, 1973, or such later date following the date of deposit of the net proceeds of the sale of the Equipment Trust Certificates (hereinafter called the Equipment Trust Certificates) issued pursuant to Section 2.01 of the Equipment Trust Agreement, following presentation by the Manufacturer to the Lessee of the invoice and the Certificate or Certificates of Acceptance for any such Group, as shall be fixed by the Company and the Lessee by written notice delivered to the Manufacturer and the Trustee at least five business days prior to the Closing Date designated therein and consented to in writing by the Trustee. The term "business days" as used herein means calendar days, excluding Saturdays, Sundays and legal holidays or days on which banking institutions are authorized by law to close in Miami, Florida, or New York, New York.

Upon payment to the Manufacturer for the Group as provided for in this Agreement, any and all claims, liens, security interests or other encumbrances of any nature of the Manufacturer with respect to title to the Group under this Agreement shall forthwith cease and determine.

ARTICLE 4. Conditions to Obligations of the Company. The obligation of the Company under this Agreement to pay or cause to be paid to the Manufacturer any amount required to be paid pursuant to the third paragraph of Article 3 hereof with respect to the Group of the Equipment is subject to the condition (a) that prior thereto or concurrently therewith the Trustee shall have paid to the Manufacturer the amount agreed to be paid under Section 3.02 of the Equipment Trust Agreement and (b) that the Company shall have received, on or prior to the Closing Date, the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to it:

(i) the bill or bills of sale from the Manufacturer to the Trustee referred to in the last paragraph of Article 2 hereof, with respect to the Equipment in the Group;

(ii) the Certificate or Certificates of Acceptance with respect to the Equipment in the Group, referred to in the fifth paragraph of Article 2 hereof and the Lessee's Certificate or Certificates of Acceptance with respect thereto referred to in Section 1 of the Lease;

(iii) the invoice or invoices with respect to the Equipment in the Group referred to in the last paragraph of Article 2 hereof, accompanied by or having endorsed thereon a certification by the Lessee as to the correctness of the prices of such Equipment as set forth in said invoices;

(iv) a signed copy of the opinion of counsel for the Lessee required by Section 3.04(d) of the Equipment Trust Agreement;

(v) a signed copy of the opinion of counsel for the Manufacturer required by Section 3.04(e) of the Equipment Trust Agreement;

(vi) a signed copy of the opinion of Messrs. McCarthy & McCarthy, special Canadian counsel, required by Section 3.04(f) of the Equipment Trust Agreement;

(vii) a Lessee's Certificate (as defined in the Equipment Trust Agreement) dated the Closing Date to the effect that no Event of Default (as defined in the Equipment Trust Agreement) which relates to the Lessee nor an Event of Default (as defined in the Lease), nor any event which with the lapse of time and/or notice provided for in the Equipment Trust Agreement or in the Lease would constitute such an Event of Default thereunder shall have occurred and be continuing; and

(viii) such other documents as the Company may reasonably request.

ARTICLE 5. Manufacturer's Warranty of Materials and Workmanship. The Manufacturer warrants that the units of the Equipment will be built in accordance with the Specifications and with the other requirements, specifications and standards set forth or referred to in Article 1 of this Agreement and warrants the Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Lessee and not manufactured by the Manufacturer) and workmanship or design (except as to designs specified by the Lessee and not developed or purported to be developed by the Manufacturer) under normal use and service; the Manufacturer's

obligation under this paragraph being limited to making good at its plant any part or parts of any unit of the Equipment which shall be returned to the Manufacturer, the transportation charges prepaid, within one year after delivery of such unit and which the Manufacturer's examination shall disclose to its satisfaction to have been thus defective. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and the Manufacturer neither makes nor authorizes any other person to make for it any other warranty in connection with the construction and delivery of the Equipment, except as aforesaid.

The Manufacturer further agrees that neither the inspection as provided in Article 2 of this Agreement, nor any examination, nor the acceptance of any units of the Equipment as provided in said Article 2, shall be deemed a waiver or modification by the Company, the Trustee and/or the Lessee of any of their rights under this Article 5.

ARTICLE 6. Patent Indemnities. Except in cases of articles or materials specified by the Lessee and not manufactured by the Manufacturer and in cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed or purported to be developed by the Manufacturer, the Manufacturer agrees to indemnify, protect and hold harmless the Lessee, the Company and the Trustee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Lessee, the Company and the Trustee, their assigns or the users of the Equipment because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Lessee likewise will indemnify, protect and hold harmless the Manufacturer, the Trustee and the Company from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Manufacturer, the Trustee and the Company because of the use in or about the construction or operation of any of the Equipment of any article or material specified by the Lessee and not manufactured by the Manufacturer or of any design, system, process, formula or combination specified by the Lessee and not developed or purported to be developed by the Manufacturer which infringes or is claimed to infringe on any patent or other right. The Manufacturer agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, assign, set over and deliver to the Lessee every claim, right and cause of action which the Manufacturer has or hereafter shall have against the seller or sellers of any designs, systems, processes, formulae, combinations, articles or materials specified by the

Lessee and purchased or otherwise acquired by the Manufacturer for use in or about the construction or operation of any of the Equipment, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right. The Manufacturer further agrees to execute and deliver to the Lessee or the users of the Equipment all and every such further assurance as may be reasonably requested by the Lessee more fully to effectuate the assignment and delivery of every such claim, right and cause of action. The Manufacturer will give notice to the Lessee of any claim known to the Manufacturer from which liability may be charged against the Lessee hereunder and the the Lessee and the Company, respectively, will give notice to the Manufacturer of any claim known to the Lessee or the Company, as the case may be, on the basis of which liability may be charged against the Manufacturer hereunder. For purposes of this Article 6, the term "Trustee" shall include each holder from time to time of any Trust Certificate or Trust Certificates.

ARTICLE 7. Taxes. All payments to be made or caused to be made by the Company or the Lessee hereunder will be free of expense to the Manufacturer with respect to the amount of any local, state, provincial, or federal United States or Canadian taxes (other than net income, gross receipts, franchise taxes measured by net income based on such receipts, excess profits and similar taxes), assessments, license fees, charges, fines or penalties levied or imposed upon, or in connection with, or measured by, this Agreement or any use, payment, shipment, delivery or transfer of title under the terms hereof, all of which taxes, assessments, license fees, charges, fines or penalties the Company or the Lessee, as the case may be, assumes and agrees to pay on demand in addition to the Purchase Price of the Equipment; provided, however, that the Company will have no obligation to pay any such taxes, assessments, license fees, charges, fines or penalties unless it shall have received payment thereof from the Lessee pursuant to Section 5 of the Lease.

ARTICLE 8. Notice. Any notice hereunder to the party designated below shall be deemed to be properly served if delivered or mailed to it at the following specified addresses:

(a) to the Company, at 4001 West Devon Avenue, Chicago, Illinois 60646, Attention of Vice President -- Finance;

(b) to the Lessee, at Windsor Station, Room 245, Montreal 101, Quebec, Canada, Attention of Vice President -- Finance and Accounting;

(c) to the Manufacturer, at Bethlehem Steel Corporation, Bethlehem, Pennsylvania 18016, Attention: Manager of Sales, Railroad Products;

or at such other addresses as may have been furnished in writing by such party to the other parties to this Agreement.

ARTICLE 9. Article Headings. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

ARTICLE 10. Effect and Modification of Agreement. This Agreement, and the Schedules relating hereto, exclusively and completely state the rights and agreements of the Manufacturer, the Company and the Lessee with respect to the Equipment and supersede all other agreements, oral or written, with respect to the Equipment. No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and duly executed on behalf of the Company, the Manufacturer and the Lessee.

ARTICLE 11. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Pennsylvania.

ARTICLE 12. Successors and Assigns. As used herein the terms Manufacturer, Company, Trustee and Lessee shall be deemed to include the successors and assigns of the Manufacturer, the Company, the Trustee and the Lessee.

ARTICLE 13. Execution. This Agreement may be executed in any number of counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Agreement to be duly executed as of the date first above written.

BETHLEHEM STEEL CORPORATION

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

BORG WARNER EQUITIES
CORPORATION

by

Vice President

[Corporate Seal]

Attest:

Secretary

CANADIAN PACIFIC LIMITED

by

Vice President
of the Company

[Corporate Seal]

Attest:

Secretary

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF LEHIGH) ss.:
)

On this day of , 1973, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires:

[Notarial Seal]

STATE OF ILLINOIS)
) ss.:
 COUNTY OF COOK)

On this day of , 1973, before me personally
 appeared , to me personally known, who
 being by me duly sworn, says that he is Vice President of BORG
 WARNER EQUITIES CORPORATION that one of the seals affixed to the
 foregoing instrument is the corporate seal of said corporation,
 that said instrument was signed and sealed on behalf of said
 corporation by authority of its Board of Directors and he
 acknowledged that the execution of the foregoing instrument was
 the free act and deed of said corporation.

 Notary Public

[Notarial Seal]

PROVINCE OF QUEBEC)
) ss.:
CITY OF MONTREAL)

On this day of , 1973, before me personally
appeared , to me personally known, who,
being by me duly sworn, says that he is Vice President of the
Company of CANADIAN PACIFIC LIMITED, that one of the seals
affixed to the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of Directors
and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

Commissioner of Oaths

My commission is for life.

[Commissioner's Seal]

SCHEDULE I

1. Specifications:
Bethlehem Specification 3400-353 date November 16, 1973.
2. Delivery Schedule:
Twelve cars not later than April 13, 1974.

ANNEX B

LEASE

between

BORG WARNER EQUITIES CORPORATION

and

CANADIAN PACIFIC LIMITED

Dated as of October 15, 1973

LEASE dated as of October 15, 1973, between BORG WARNER EQUITIES CORPORATION (hereinafter called the Lessor) and CANADIAN PACIFIC LIMITED, a corporation duly incorporated under the laws of Canada (hereinafter called the Lessee).

WHEREAS the Lessor and the Lessee have entered into Manufacturing Agreements dated as of October 15, 1973 (hereinafter collectively called the Manufacturing Agreements), with Marine Industries Limited (hereinafter called Manufacturing Agreement No. 1) and Bethlehem Steel Corporation (hereinafter called Manufacturing Agreement No. 2) (hereinafter collectively called the Manufacturers) wherein the Manufacturer has agreed to construct, sell and deliver the units of railroad equipment (hereinafter called the Units) described in Schedule I hereto; and

WHEREAS the Lessor has entered into an Equipment Trust Agreement dated as of October 15, 1973 (hereinafter called the Equipment Trust Agreement), with Inter National Bank of Miami, as Trustee (hereinafter called the Trustee), under which the Lessor has agreed to cause each Manufacturer to sell, assign and transfer to the Trustee all such Units and under which such title will be reserved to the Trustee until the Lessor fulfills its obligations under the Equipment Trust Agreement; and

WHEREAS, the Lessee desires to lease from the Lessor such Units as are delivered and accepted and settled for prior to April 15, 1974, under the Manufacturing Agreements at the rentals and for the terms and upon the conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases the Units to the Lessee upon the following terms and conditions, but subject and subordinate to all the rights and remedies of the Trustee under the Equipment Trust Agreement.

Section 1. Delivery and Acceptance of Units. The Lessor will cause each Unit accepted pursuant to the applicable Manufacturing Agreement to be tendered to the Lessee at such point or points as may be mutually acceptable to the Lessor and the Lessee. Immediately upon such tender, the Lessee will cause its authorized inspectors or representatives to inspect the same, and if it is found to be in good operating order and repair, to accept delivery thereof and to execute and deliver to the Lessor a certificate of acceptance (hereinafter called a Certificate of Acceptance) certifying as to the acceptance of each Unit hereunder and as to the other matters set forth in Section 3.04(a) and (b) of the Equipment Trust Agreement and as to the actual date of acceptance of delivery by the Lessee; whereupon

such Equipment shall be deemed to have been delivered to and accepted by the Lessee under this Lease and shall be subject thereafter to all the terms and conditions of this Lease and such Certificate of Acceptance shall be absolutely binding upon the Lessee. Any Unit or Units excluded from the Equipment Trust Agreement pursuant to Section 3.01 thereof shall likewise be excluded from this Lease.

Section 2. Rentals. Subject to subdivision (E) of Section 14 of this Lease, the Lessee agrees to pay to the Lessor in such coin or currency of the United States of America as, at the time payable, shall be legal tender for the payment of public and private debts, as rental for each Unit subject to this Lease, one interim rental payment on the Business Day next preceding April 15, 1974 and 40 consecutive semiannual payments payable in arrears on April 15 and October 15 of each year, commencing October 15, 1974. The interim rental payment shall be an amount for each Unit subject to this Lease equal to .025% of the Cost (as such term is defined in the Equipment Trust Agreement) of such Unit for each day elapsed from and including the date such Unit is settled for under the Equipment Trust Agreement and the applicable Manufacturing Agreement to April 15, 1974; the next 30 semiannual payments shall each be in the amount equal to 4.35000% of the Cost of each Unit subject to this Lease delivered on or prior to December 31, 1973 and 4.56000% of the Cost for each Unit subject to this Lease delivered and accepted after December 31, 1973, but prior to April 15, 1974; and the final 10 semiannual payments shall each be in the amount equal to 2.50000% of the Cost of each Unit subject to this Lease delivered and accepted on or prior to December 31, 1973 and 2.60000% of the Cost of each Unit subject to this Lease delivered after December 31, 1973, but prior to April 15, 1974.

All rental and other payments provided for in this Lease to be made to the Lessor shall be made to the Lessor by the deposit of the funds to the account of the Lessor at the branch of such bank or trust company as shall be from time to time specified in writing by the Lessor.

If the date fixed for the payment of any rental shall be other than a Business Day (as defined in the Equipment Trust Agreement), such payment shall be due and payable on the next preceding Business Day.

This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent, reduction thereof or set-off against rent, including but not limited to, abatements, reductions or set-offs due or alleged to be due to, or by reason of, any past, present or future claims of the Lessee against the Lessor under this Lease or otherwise or against the Trustee or either or both of the Manufacturers; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the

respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use of or destruction of all or any of the Units from whatever cause, the prohibition of or other restriction against the Lessee's use of all or any of the Units, the interference with such use by any person or entity, the invalidity or unenforceability or lack of due authorization of this Lease or lack of right, power or authority of the Lessor to enter into this Lease, the breach by the Lessor of any representation, warranty or covenant of the Lessor contained in the second paragraph of Section 8 hereof, or by reason of any failure by the Lessor to perform any of its obligations herein contained, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. The Lessee shall have a right of action against the Lessor for any such breach of such representations and warranties or any such failure to perform such obligations, but without any right of set-off of such rents and other amounts payable by the Lessee hereunder.

Section 3. Term of Lease. The term of this Lease as to each Unit shall begin upon acceptance thereof by the Lessee pursuant to Section 1 hereof, and, subject to the provisions of Sections 6, 9, 17 and 19 hereof, shall terminate on the date on which the final semiannual payment of rent in respect thereof is due hereunder.

Notwithstanding anything to the contrary contained herein, all rights of Lessee under this Lease and in and to the Units, are subordinate, junior in rank and subject to the rights of the Trustee under the Equipment Trust Agreement.

The Lessee shall have the right to terminate this Lease at any time on or after the 15th day of April, 1989, upon giving not less than 90 days prior written notice to the Lessor, and the termination shall be effective on the rental payment date next following expiration of such notice period ("The Termination Date"), provided that Lessee shall be liable for rentals to and including but not after the "Termination Date", and provided that no Event of Default shall have occurred and be continuing. During the period from the giving of such notice until the Termination Date, Lessor may, and Lessee (as agent for Lessor) shall use its best efforts to, obtain bids for the purchase of the Units. (The parties agree that Lessee shall not be allowed to bid.) Lessee shall certify to Lessor in writing the amount of each bid received by Lessee and the name and address of the party submitting such bid. Lessor, on the Termination Date, shall sell

such Units, without recourse or warranty, against receipt in cash of the full amount of the purchase price, to the bidder submitting the highest bid and shall transfer to such purchaser all of Lessor's right, title and interest in and to such Units and thereupon Lessee shall deliver such Units to Lessor in accordance with the terms of Section 12 hereof. Lessor shall certify in writing to Lessee (i) the amount of such total sale price, (ii) the expenses incurred by Lessor in connection with such sale and (iii) that such total sale price represents the highest bid received by Lessor for the purchase of such Units. The total sale price realized at such sale shall be retained by Lessor and, in addition, on the Termination Date, Lessee shall pay to Lessor the amount, if any, by which the Termination Amount and an amount equal to the accrued rental for all Units then subject to this Lease to the date of such payment exceeds the proceeds of such sale less all reasonable expenses incurred by Lessor in selling such Units, whereupon the obligation of Lessee to pay the rental accruing hereunder with respect to such Units due and payable after the Termination Date shall cease and, upon payment of such rental, the term of this Lease shall terminate. In the event no such sale takes place, Lessee shall pay to Lessor the Termination Amount and an amount equal to the accrued rental for all Units then subject to this Lease to the date of such payment, whereupon the rental for such Units shall cease to accrue as of the date of such payment, the term of this Lease shall terminate and Lessor shall transfer to Lessee all of Lessor's right, title and interest in and to such Units.

Notwithstanding the foregoing, Lessor may elect not to sell such Units to the highest bidder or the Lessee on the Termination Date and Lessee shall deliver such Units to the Lessor in accordance with the terms of Section 12 hereof. Thereafter, Lessee shall be relieved of all obligation to pay the Termination Amount and, upon payment on the Termination Date of the accrued rental for all Units then subject to this Lease to the date of such payment, the rental for such Units shall cease to accrue as of the date of such payment and the term of this Lease shall terminate.

The Termination Amount of any Unit as of any rental payment date shall be that percentage of the Cost of such Unit as is set forth in the following schedule opposite the number of such rental payment dates (the number 30 being the rental payment due on April 15, 1989):

other charges and will be free of expense to the Lessor and the Trustee with respect to the amount of any local, state, provincial or federal United States, or Canadian taxes (other than any income taxes payable by the Lessor or any holder of any Trust Certificate or Trust Certificates as defined in the Equipment Trust Agreement in consequence of the receipt of payments provided herein and the aggregate of all franchise taxes measured by net income based on such receipts imposed by (A) any jurisdiction wherein the Lessor or such holder is incorporated or maintains its principal place of business or (B) federal United States or Canadian tax authorities to the extent that the Lessor or such holder receives credit for such Canadian taxes against its United States income tax liability except any such tax which is in substitution for or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as herein provided), assessments or license fees (and any charges, fines or penalties of any kind in connection therewith) (hereinafter called "impositions") hereafter levied or imposed upon or in connection with or measured by this Lease, the Equipment Trust Agreement or any of the instruments or agreements referred to herein or therein or contemplated hereby or thereby, or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof, the Equipment Trust Agreement or any such instruments or agreements, all of which impositions the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all impositions which may be imposed upon any Unit or for the use or operation thereof or upon the earnings arising therefrom or upon the Lessor solely by reason of its interest therein or upon the Trustee solely by reason of its title thereto and any and all impositions upon or on account of the trust created by the Equipment Trust Agreement or upon or on account of the Equipment Trust Agreement, or the transactions contemplated thereby (whether or not such transactions shall actually be consummated) or the instruments or agreements referred to therein or contemplated thereby, and will keep at all times all and every part of such Unit free and clear of all such impositions which might in any way affect the interests of the Lessor or the Trustee or result in a claim, lien, security interest or other encumbrance upon any such Unit and will supply the Lessor and the Trustee with a receipt or other evidence of such payment satisfactory to the Lessor and the Trustee; provided, however, that the Lessee shall be under no obligation to pay any impositions so long as it is contesting in good faith and by appropriate legal proceedings such impositions and the nonpayment thereof does not, in the opinion of the Lessor or the Trustee, adversely affect the property or rights of the Lessor or the Trustee hereunder or under the Equipment Trust Agreement and the Lessee shall have furnished the Trustee with an opinion (in form and substance satisfactory to the Trustee) of counsel (approved by the Trustee) to such effect. If any such impositions shall have been charged or levied against the Lessor

damaged or worn out beyond economic repair, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise (any such occurrence being hereinafter called a Casualty Occurrence) during the term of this Lease or until such Unit shall have been returned to the Lessor in the manner provided in Section 12 hereof, the Lessee shall, within 30 days after it shall have determined that such Unit has suffered a Casualty Occurrence, fully notify the Lessor and the Trustee with respect thereto. On the Business Day immediately prior to the rental payment date next succeeding such notice (or, at the option of the Lessee, in the event such rental payment date shall occur within 15 days after such notice, on the Business Day immediately prior to the succeeding rental payment date) the Lessee shall pay to the Lessor an amount equal to the Casualty Value (as hereinafter defined) of such Unit as of such rental payment date in accordance with the schedule in the next succeeding paragraph. Upon the making of such payment by the Lessee in respect of any Unit, the rental for such Unit shall cease to accrue as of the date of such payment and the term of this Lease as to such Unit shall terminate. The Lessor and the Trustee shall, upon request of the Lessee, after payment by the Lessee of a sum equal to the Casualty Value of any such Unit, execute and deliver to or upon the order of the Lessee a bill of sale (without warranties except the warranty of title as set forth in this sentence) for such Unit such as will transfer to the Lessee such title to such Unit as the Lessor and the Trustee derived from the applicable Manufacturer free and clear of all liens, security interests and other encumbrances arising through the Lessor or the Trustee.

The Casualty Value of each Unit as of any rental payment date shall be determined by multiplying the Cost (as defined in the Equipment Trust Agreement) of such Unit by the applicable percentage set forth opposite each rental payment date in the applicable column in the following schedule:

CASUALTY SCHEDULE
FOR UNITS DELIVERED IN 1973

<u>Rental Payment</u>	<u>Loss Value</u>
1	90.0251
2	90.0503
3	90.1795
4	89.3875
5	89.2724
6	87.8317
7	87.4227
8	85.3843
9	84.6761
10	82.1833
11	81.3090
12	78.5056
13	77.4676
14	74.3954
15	73.1753
16	69.8762
17	68.4561
18	64.9716
19	63.3343
20	59.7058
21	57.8345
22	54.1032
23	51.9815
24	48.1883
25	45.8087
26	42.0420
27	39.5752
28	35.9912
29	33.4857
30	30.1061
31	29.4519
32	27.1979
33	26.3807
34	24.7461
35	23.7417
36	22.0142
37	20.8161
38	19.0110
39	17.6051
40	15.0000

Thereafter, the lesser of 15.000% of the Cost or the Fair Market Value thereof immediately prior to the Casualty Occurrence, such Fair Market Value to be calculated in the manner provided in Section 19 hereof.

CASUALTY SCHEDULE
FOR UNITS DELIVERED IN 1974

<u>Rental Payment</u>	<u>Loss Value</u>
1	104.2645
2	91.5075
3	91.7517
4	91.3333
5	91.2832
6	90.2837
7	90.0135
8	88.4156
9	87.8901
10	85.7433
11	84.9510
12	82.3204
13	81.2564
14	78.2201
15	76.9258
16	73.6152
17	72.1180
18	68.5780
19	66.8588
20	63.1308
21	61.1710
22	57.2962
23	55.0779
24	51.0982
25	48.6616
26	44.7217
27	42.1474
28	38.3314
29	35.6508
30	31.9848
31	31.1781
32	28.6598
33	27.6815
34	25.8420
35	24.6777
36	22.7614
37	21.4054
38	19.4262
39	17.8669
40	15.0000

Thereafter, the lesser of 15.000% of the Cost or the Fair Market Value thereof immediately prior to the Casualty Occurrence, such Fair Market Value to be calculated in the manner provided in Section 19 hereof.

The foregoing percentages have been computed without regard to recapture of Investment Tax Credit. Consequently the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth and seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Purchase Price set forth below.

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	14.0224%
Fifth	9.3483%
Seventh	4.6741%

Except as hereinabove in this Section 6 provided, the Lessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any Unit after delivery to and acceptance thereof by the Lessee hereunder.

Section 7. Insurance; Annual Reports. The Lessee will, at all times while this Lease is in effect, at its own expense, cause to be carried and maintained insurance (which may consist of self insurance) in respect of the Units at the time subject hereto, and public liability insurance (which may consist of self insurance), in amounts and against risks customarily insured against by railroad companies on similar equipment, and in any event in amounts and against risks comparable to those insured against by the Lessee on equipment owned by it and the benefits thereof shall be payable to the Lessor, the Trustee and the Lessee as their interest may appear and will furnish appropriate evidence of such insurance coverage upon the reasonable request of the Lessor. Any damages receivable from others, any salvage value recovered or paid by the Lessee, any condemnation payments and any net insurance proceeds received by the Lessor in respect of Units suffering a Casualty Occurrence (all hereinafter collectively referred to as Recoveries) shall be deducted from the amounts payable by the Lessee to the Lessor in respect of Casualty Occurrences pursuant to Section 6 and the excess of such Recoveries, if any, shall belong to the Lessor. If the Lessor shall receive any such Recoveries after the Lessee shall have made payments pursuant to Section 6 without deduction for such Recoveries, the Lessor shall pay such Recoveries to the Lessee up to an amount equal to the Casualty Value with respect to a Unit paid by the Lessee and any balance of such Recoveries shall remain the property of the Lessor.

All proceeds of insurance received by the Lessor in respect of insurance carried on any Unit or Units not suffering a Casualty Occurrence shall be paid to the Lessee upon proof satisfactory to the Lessor that any damage to such Unit in respect of which such proceeds were paid has been fully repaired.

On or before April 1 in each year, commencing with the year 1975, the Lessee will furnish to the Lessor and the Trustee, and the Purchaser (as defined in the Equipment Trust) so long as it will remain a holder of any Trust Certificate, in such number of counterparts or copies as may reasonably be requested an accurate statement signed by an authorized representative, (i) showing, as of the preceding December 31, the amount, description and numbers of all Units then leased hereunder and the amount, description and numbers of all Units that may have suffered a Casualty Occurrence, whether by accident or otherwise, during the preceding calendar year (or since the date of this Lease in the case of the first such statement), and such other information regarding the condition and state of repair of the Units as the Lessor or the Trustee may reasonably request, (ii) identifying the Units then subject to this Lease and (iii) stating that, in the case of all Units repaired or repainted during the period covered by such statement, the markings required by Section 4 hereof and Section 4.06 of the Equipment Trust Agreement have been preserved or replaced. The Lessor shall have the right, by its agents, but shall be under no obligation, to inspect the Units and the records of the Lessee with respect thereto at any reasonable time during continuance of this Lease.

The Lessee agrees that it will furnish to the Lessor and to each holder of a Trust Certificate or Trust Certificates, in duplicate, (i) as soon as available, and in any event within 120 days after the close of each fiscal year of the Lessee, the annual report of the Lessee, including a balance sheet, income statement and statement of retained income of the Lessee for the preceding fiscal year, all in reasonable detail and certified by an independent public accountant, and (ii) such additional information as the Lessor or any such holder may reasonably request concerning the Lessee in order to enable said party to determine whether the covenants, terms and provisions of this Lease have been complied with by the Lessee.

Section 8. Disclaimer of Warranties; Compliance With Laws and Rules; Maintenance; Indemnification. Lessee has selected the Manufacturers and determined the design and specifications of the Units. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, OR AS TO THE SUITABILITY, ADEQUACY, OPERATION, USE OR PERFORMANCE OF, THE UNITS DELIVERED

TO THE LESSEE HEREUNDER, AND THE LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR ANY PARTICULAR PURPOSE, it being agreed that all such risks, as between the Lessor and the Lessee, are to be borne by the Lessee; but the Lessor hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for the account of the Lessor and/or the Lessee as their interests may appear, whatever claims and rights the Lessor may have against the Manufacturers or the manufacturers of the components thereof. Lessor shall have no responsibility or liability under this Lease to the Lessee or any other person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Units or by any inadequacy thereof or deficiency or defect therein or by any other circumstance in connection therewith; (ii) the use, operation or performance of any Units or any risks relating thereto; (iii) any interruption of service, loss of business or anticipatory profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Units. The Lessee's acceptance of delivery of the Units shall be conclusive evidence as between the Lessee, the Lessor and the Trustee, that all Units described in a Certificate of Acceptance are in all the foregoing respects satisfactory to the Lessee and the Lessee will not assert any claim of any nature whatsoever against the Lessor or the Trustee based on any of the foregoing matters.

The Lessor represents, warrants and covenants as follows:

(i) At the time of delivery of each Unit under this Lease, the Lessor shall have such title to such Unit as is derived from the applicable Manufacturer and the Trustee, unimpaired by any act or omission of the Lessor or the Trustee which will in any manner prevent the performance of this Lease in accordance with its terms and, in addition, such Unit shall be free and clear of all claims, liens, security interests and encumbrances, except those created or arising under the Equipment Trust Agreement, which may result from claims against the Lessor or the Trustee not arising out of the lease or ownership thereof which will prevent the performance of this Lease in accordance with its terms; and

(ii) So long as the Lessee shall not be in default under this Lease, the Lessor shall not do (or suffer to be done by any person claiming through or against the Lessor and not against the Lessee or any sublessee) any act which interferes with any and all rights of the Lessee to peaceably and quietly hold, possess and use the Units in accordance with the terms of this Lease.

the Lessor and the Trustee the same interest in such accessions, parts or replacements as the interests of the Lessor and the Trustee in such Unit. The Lessee may make alterations or modifications in any Unit so long as it does not affect the value of such Unit adversely.

The Lessee agrees to indemnify and save harmless the Lessor and the Trustee against any charge or claim made against the Lessor or the Trustee and against any expense, loss or liability (including, but not limited to, strict liability imposed by statute or rule of law, counsel fees and expenses, patent liabilities, penalties and interest, but excluding any liability under Section 14 hereof) which the Lessor or the Trustee may incur in any manner by reason of the ownership or leasing of, or which may arise in any manner out of or as the result of the ordering, acquisition, purchase, use, operation, condition, delivery, rejection, storage or return of, any Unit while subject to this Lease or until no longer in the possession of or stored by the Lessee, whichever is later, or for any other cause whatsoever, and to indemnify and save harmless the Lessor and the Trustee against any charge, claim, expense, loss or liability (including but not limited to strict liability imposed by statute or rule of law and counsel fees and expenses) on account of any accident in connection with the delivery, operation, use, condition, possession or storage of any Unit resulting in damage to property or injury or death to any person; provided, however, that the Lessee shall not be required to indemnify the Lessor or the Trustee under this paragraph for direct negligence on the part of the Lessor or the Trustee (but not on the part of any agent of the Lessor or the Trustee), provided, further, however, that the Lessor and the Trustee will not be deemed negligent as a result of any act or omission of the designer or Manufacturer of any Unit or as a result of any act or omission of the Lessee. The indemnities arising under this paragraph shall survive payment of all other obligations under this Lease or the termination of this Lease.

The Lessee agrees to prepare and deliver to the Lessor and the Trustee within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Lessor and the Trustee) any and all reports known by the Lessee to be required to be filed by the Lessor or the Trustee, or requested by the Lessor or the Trustee to be filed, with any federal, state or other regulatory authority by reason of the interest of the Trustee and the Lessor in the Units or the leasing of the Units to the Lessee.

Section 9. Default. If, during the continuance of this Lease, one or more of the following events (hereinafter sometimes called Events of Default) shall occur:

A. default shall be made in the payment of any part of the rental provided in Section 2 or the payments provided in paragraph B of Section 14 or Section 18 hereof and such default shall continue for five days; or

B. the Lessee shall make or permit any unauthorized assignment or transfer of this Lease, enter into any amendment, modification or termination of the Lease without the prior written consent of the Trustee, or any unauthorized sublease or use of the Units or any thereof;

C. default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein or in the Consent (as hereinafter defined) and such default shall continue for 25 days after written notice to the Lessee specifying the default and demanding that the same be remedied; or

D. any proceedings shall be commenced by or against the Lessee for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganization, arrangements, compositions or extensions (other than a law which does not permit any readjustments of the obligations of the Lessee hereunder), and unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), and all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of the Lessee in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier;

then, in any such case, the Lessor, at its option, may:

(a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) by notice in writing to the Lessee terminate this Lease, whereupon all right of the Lessee to the use of the Units shall absolutely cease and determine as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon, the Lessor may by its

agents enter upon the premises of the Lessee or other premises where any of the Units may be and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Units for any purposes whatever; but the Lessor shall, nevertheless, have the right to recover from the Lessee any and all amounts which under the terms of this Lease may then be due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as liquidated damages for loss of the bargain and not as a penalty, a sum with respect to each Unit which represents the excess of (x) the present value at the time of such termination of the entire unpaid balance of all rentals for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit over (y) the then present value of the net rentals which the Lessor reasonably estimates to be obtainable for the lease of the Unit during such period, such present value to be computed in each case on a basis of 9% per annum discount compounded semiannually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated; (ii) any damages and expenses, including reasonable attorneys' fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease other than for the payment of rental; (iii) an amount which, after deduction of all taxes required to be paid by the Lessor in respect of the receipt thereof under the laws of the United States or Canada or any political subdivision thereof, shall be equal to any portion of the percentage of investment credit (hereinafter called the "Investment Credit"), allowed by Section 38 and related sections of the Internal Revenue Code of 1954, as amended (hereinafter called the Code), which was lost, not claimed, not available for claim, disallowed or recaptured by or from the Lessor as a result of the breach of one or more of the representations, warranties and covenants made by the Lessee in Section 14 hereof or any other provision of this Lease, the inaccuracy of any statement in any letter or document furnished to the Lessor by the Lessee, the termination of this Lease, the Lessor's loss of the right to use such Unit, any action or inaction by the Lessee or the sale or other disposition of the Lessor's interest in any such Unit after the occurrence of an Event of Default and (iv) after deduction of all taxes required to be paid by the Lessor in respect of the receipt thereof under the laws of the United States or Canada or any political subdivision thereof, such sum as, in the reasonable

opinion of the Lessor, will cause the Lessor's net return under this Lease to be equal to the net return that would have been available to the Lessor if it had been entitled to utilization of all or such portion of the maximum depreciation deduction authorized with respect to a Unit under Section 167 and related sections of the Code utilizing a twelve-year depreciable life taking into account an estimated Gross Salvage Value of 10% of the Cost reduced by 10% as provided in Section 167(f) of the Code and employing the double declining balance method of depreciation switching to the sum of the years digits method on January 1, 1975 (such depreciation deduction being hereinafter called the Depreciation Deduction), and the deduction in each taxable year of the Lessor for all interest paid during such year on the Trust Certificates compiled in accordance with Section 163 of the Code (hereinafter called the Interest Deduction) which was lost, not claimed, not available for claim, disallowed or recaptured by or from the Lessor as a result of a breach of one or more of the representations, warranties and covenants made by the Lessee in Section 14 or any other provision of this Lease, the inaccuracy of any statement in any letter or document furnished to the Lessor by the Lessee, the termination of this Lease, the Lessor's loss of the right to use any Unit or any action or inaction by the Lessee or the sale or other disposition of the Lessor's interest in any Unit after the occurrence of an Event of Default. Notwithstanding anything to the contrary contained in this clause (b), it is understood and agreed that the Lessee shall receive a credit in respect of the amount payable or paid pursuant to subclause (i) of this clause (b) equal to any net proceeds received by the Lessor upon the sale or the re-leasing of the Units to the extent that such net proceeds as actually received exceed the amount payable or paid pursuant to the said subclause (i).

Anything in this Section 9 to the contrary notwithstanding, any default in the observance or performance of any covenant, condition or agreement on the part of the Lessee which results solely in the loss by the Lessor of, or the loss by the Lessor of the right to claim, or the disallowance with respect to the Lessor of, all or any portion of the above-mentioned deductions, credits or other benefits, shall be, for all purposes of this Lease, deemed to be cured if the Lessee shall, on or before the next rental payment date after written notice from the Lessor of the loss, or the loss of the right to claim, or the disallowance of such deductions, credits or other benefits in respect of such Unit, agree to pay to the Lessor the revised rental rate in respect of such Units determined as provided in the third paragraph of Section 14 of this Lease.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive but shall be cumulative, and shall

be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make rental payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf.

The failure of the Lessor to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

Section 10. Return of Units Upon Default. If the Lease shall terminate pursuant to Section 9 hereof, the Lessee shall forthwith deliver possession of the Units to the Lessor. Each Unit returned to the Lessor pursuant to this Section 10 shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted, (ii) have attached or affixed thereto any addition to, parts installed on or replacement of such Units considered an accession thereto under Section 8 hereof, and (iii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, if applicable. For the purpose of delivering possession of any Unit or Units to the Lessor as above required, the Lessee shall at its own cost, expense and risk:

A. forthwith place such Units upon such storage tracks of the Lessee as the Lessor may reasonably designate,

B. permit the Lessor to store such Units on such tracks at the risk of the Lessee until all such Units have been sold, leased or otherwise disposed of by the Lessor, and

C. transport the same to any place on the tracks of the Lessee or any of its affiliates or to any connecting carrier for shipment, all as directed by the Lessor.

The assembling, delivery, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so as to cause the assembly, delivery, storage and transportation of the Units. During any storage period, the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of

any Unit, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence.

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 10, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be at the time in possession of such Unit. In connection therewith the Lessee will supply the Lessor with such documents as the Lessor may reasonably request.

Section 11. Assignment; Possession and Use. This Lease and the rentals and other sums due hereunder shall be assignable in whole or in part by the Lessor without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor. All the rights of the Lessor hereunder shall inure to the benefit of Lessor's assigns as if named herein as Lessor and to the holders of the Trust Certificates.

So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease, but, without the prior written consent of the Lessor, the Lessee shall not assign or transfer its leasehold interest under this Lease in the Units or any of them (except to the extent that the provisions of any mortgage now or hereafter created on any of the lines of railroad of the Lessee may subject the Lessee's leasehold interest to the lien thereof). In addition, the Lessee, at its own expense, will promptly cause to be duly discharged any lien, charge, security interest or other encumbrance (other than an encumbrance resulting from claims against the Lessor or the Trustee not related to the ownership of the Units or to the extent that the provisions of any mortgage now or hereafter created on any of the lines of railroad of the Lessee may subject the Lessee's leasehold interest to the lien thereof) which may at any time be imposed on or with respect to any Unit including any accession thereto or the interests of the Lessor, the Trustee or Lessee therein. The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of the immediately succeeding paragraph hereof.

So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession of the Units and to the use thereof by it or by any affiliated or subsidiary corporation upon its or their lines of railroad or upon lines of railroad over which the Lessee or such other corporation has trackage or other operating rights or over which railroad equipment of the Lessee or any such other corporation is regularly operated pursuant to contract, and also to permit the use of the Units upon other railroads in the usual interchange of traffic (if such interchange is customary at the time), but only upon and subject to all the terms and conditions of this Lease and the Equipment Trust Agreement.

Nothing in this Section 11 shall be deemed to restrict the right of the Lessee (i) to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to any corporation incorporated under the laws of Canada (which shall have duly assumed the obligations of the Lessee hereunder) into or with which the Lessee shall have become amalgamated, merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety; or (ii) to sublease any Unit to any subsidiary or affiliated corporations of the Lessee; provided, however, that the rights of such sublessee are made expressly subordinate to the rights and remedies of the Trustee under the Equipment Trust Agreement and the Lessor under this Lease.

The Lessor shall have the right to declare this Lease terminated in case of any unauthorized assignment or transfer of the Lessee's rights hereunder or in case of any unauthorized transfer or sublease of any of the Units.

The Lessee, at its own expense, will as soon as possible cause to be duly discharged any lien, charge, security interest or other encumbrance (other than the lien of the Equipment Trust Agreement or any encumbrance resulting from claims against the Lessor not related to the ownership or leasing of the Unit) which may at any time be imposed on or with respect to any Unit including any accession thereto or the interest of the Lessor, or the Lessee therein. The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of this Section 11.

Section 12. Return of Units Upon Termination. As soon as practicable on or after the termination of this Lease as to any or all of the Units, the Lessee will (unless the Units shall have suffered a Casualty Occurrence), at its own cost and expense, at the request of the Lessor, assemble such Units and deliver possession of such Units to the Lessor upon such storage tracks of the Lessee as the Lessor may reasonably designate and permit

the Lessor to store such Units on such tracks for a period not exceeding three months and transport the same, at any time within such three-month period, to any reasonable place on the lines of railroad operated by the Lessee or to any connecting carrier for shipment, all as directed by the Lessor upon not less than 30 days' written notice to the Lessee; the movement and storage of the Units to be at the expense and risk of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any Unit, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The assembling, delivery, storage and transporting of the Units as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. If any Unit shall have suffered a Casualty Occurrence, the Lessee shall thereupon assume and hold the Lessor harmless from all liability arising in respect of any responsibility of ownership thereof. Each Unit returned to Lessor pursuant to this Section (other than a Unit which has suffered a Casualty Occurrence) shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted and (ii) meet the standards then in effect under the interchange rules of the Association of American Railroads and the United States Federal Railroad Administration if applicable and the Canadian Transport Commission.

Section 13. Opinion of Counsel for the Lessee. On each Closing Date as defined in each Manufacturing Agreement for Units subject to this Lease, the Lessee will deliver to the Lessor and the Trustee the written opinion of counsel for the Lessee, in such number of counterparts as may reasonably be requested, and addressed to the Lessor and the Trustee, in scope and substance satisfactory to them and their counsel, to the effect that:

A. the Lessee is a corporation legally incorporated and validly existing in good standing under the laws of Canada, with full corporate power to enter into this Lease and the consent and agreement executed by the Lessee (herein called the Consent) to the assignment of this Lease to the Trustee as of the date hereof (herein called the Assignment);

B. this Lease and the Consent have been duly authorized, executed and delivered by the Lessee and constitute legal, valid and binding obligations of the

Lessee, enforceable in accordance with their respective terms;

C. upon deposit of the Equipment Trust Agreement, this Lease and the Assignment (including the Consent) in the office of the Registrar General of Canada and publication of notice of such deposit in the Canada Gazette in accordance with Section 86 of the Railway Act of Canada, no further act, filing, recording or deposit (or giving of notice) is required in order fully to protect in Canada or any Province or Territory thereof the rights of the Lessor under this Lease against any and all subsequent purchasers or mortgagees from the Lessee and/or from creditors of the Lessee;

D. no approval is required from any public regulatory body with respect to the entering into or performance of this Lease or the Consent, or all such approvals (which shall be specifically described) have been obtained; and

E. the entering into and performance of this Lease and the Consent will not result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Lessee is a party or by which it may be bound or contravene any provision of law, statute, rule or regulation to which the Lessee is subject or any judgment, decree, franchise, order or permit applicable to the Lessee.

The Lessee also agrees to furnish to the Lessor and the Trustee a copy, certified by the Secretary or an Assistant Secretary of the Lessee, of resolutions of the Board of Directors of the Lessee authorizing the Lessee to enter into this Lease and the Consent.

The Lessor agrees to furnish to the Lessee signed copies, addressed to the Lessee, of the opinion of counsel referred to in Paragraph 5(b) of the Purchase Agreement, which opinion shall in addition state that the Lessor is a corporation duly organized, validly existing and in good standing, under the laws of Delaware with full corporate power to enter into this Lease, each Manufacturing Agreement, the Equipment Trust Agreement and the Assignment, and of the opinion of counsel for each Manufacturer referred to in paragraph 3.04 (e) of the Equipment Trust Agreement.

Section 14. Indemnity in Respect of Tax Matters. A. The Lessor shall be entitled to such deductions, credits and other benefits as are provided by the Internal Revenue Code of 1954, as amended to the date hereof, to an owner of property including (without limitation), an allowance for the Depreciation Deduction (as defined in Section 9 of this Lease), the Investment Credit

(as defined in Section 9 of this Lease) and the Interest Deduction (as defined in Section 9 of this Lease).

The Lessee agrees that neither it nor any corporation controlled by it, in control of it, or under common control with it, directly or indirectly, will at any time take any action or file any return or other documents inconsistent with the foregoing and that each of such corporations will file such returns, take such actions and execute such documents as may be reasonable and necessary to facilitate accomplishment of the intent hereof.

If Lessor shall lose or shall not have or shall lose the right to claim, or if there shall be disallowed, or recaptured with respect to Lessor, all or any portion of the Investment Credit, Interest Deduction or Depreciation Deduction as are provided to an owner of property with respect to a Unit for any period prior to (i) the termination of this Lease and (ii) full compliance by Lessee with all of its obligations hereunder as the direct or indirect result of the following events:

(i) a "Determination" as defined in Section 1313(a) of the Code (hereinafter referred to as a "Determination") of additional tax liability resulting from the conclusion of the Internal Revenue Service that (A) any representation, fact, estimate, opinion or other statement which is contained in a certificate furnished to Lessor by Lessee, or any affiliated company or any officer, employee, agent or attorney thereof, which is contained in the Request for Rulings (as hereinafter defined) is fraudulent, untrue, incorrect, inaccurate, misleading, unreasonable or insufficient in whole or in part (including any omission of a material fact which causes such representation, fact, estimate, opinion or other statement to be misleading or insufficient in whole or in part); (B) any representation, fact, estimate, opinion or other statement made or stated in writing by Lessee, or any affiliated company or any officer, employee, agent or attorney thereof, in connection with the obtaining of the rulings requested in such Request for Rulings is fraudulent, untrue, incorrect, inaccurate, misleading, unreasonable or insufficient in whole or in part (including any omission of a material fact which causes such representation, fact, estimate, opinion or other statement to be misleading, or insufficient in whole or in part); or (C) Lessee, or any affiliated company or any officer, employee, agent or attorney thereof, has taken or failed to take any action whatsoever (including, without limitation, any action in respect of Lessee's or such affiliate's income tax returns) which action or non-action is inconsistent with or in contravention of any of the matters set forth in such Request for Rulings or set forth in the ruling issued pursuant thereto or in any closing agreement entered into in connection with such rulings; or

(ii) the representations contained in this Section 14 being untrue;

then, in such event, subject to the provisions of subdivision E of Section 14 of this Lease, Lessee shall pay to Lessor (x) as additional rent an amount which, after deduction of any taxes required to be paid by Lessor in respect of the receipt thereof under the laws of any Federal, state, or local government or taxing authority of the United States, shall be equal to the additional Federal, state or local income taxes payable by Lessor in consequence of the event and (y) the amount of any interest (including any additions to tax as a result of the underpayment of estimated tax) and penalty which may be assessed by any Federal, state or local taxing authority against Lessor in consequence of the event, which amounts shall be payable on written demand made by Lessor (but non-payment of such amount shall not constitute an Event of Default until 30 days after such written demand); provided, however, that in computing the amount of any such additional rent an allowance shall be made for the tax benefits attributable to the amounts by which the deduction for depreciation in later years will exceed the amounts which would have been allowable had there not been reductions in the amounts of depreciation allowed for earlier years; and an allowance shall be made for tax benefits attributable to the exclusion from the Lessor's income of revenue which would otherwise have been includable therein. In computing such allowance a discount factor of 9% per annum shall be utilized; provided, further, however, that such additional rent shall not be so paid if the Lessor shall have lost, or shall not have or shall have lost the right to claim, or if there shall have been disallowed with respect to the Lessor of all or any portion of, the Investment Credit, Interest Deduction or Depreciation Deduction with respect to such Unit as a direct result of the occurrence of any of the following events:

(1) a Casualty Occurrence with respect to such Unit, if the Lessee shall have paid to the Lessor the amounts stipulated under Section 6 hereof;

(2) a voluntary transfer by the Lessor of title to such Unit, the disposition by the Lessor of any interest in such Unit or the reduction by the Lessor of its interest in the rentals from such Unit under the Lease (other than as contemplated herein or in the other agreements referred to herein), unless, in each case, an Event of Default shall have occurred and be continuing;

(3) the amendment of the Equipment Trust Agreement without the prior written consent of the Lessee;

(4) the failure of the Lessor to claim the Investment Credit, Interest Deduction or Depreciation Deduction in its

income tax return for the appropriate year or the failure of the Lessor to follow proper procedure in claiming the Investment Credit, Interest Deduction or Depreciation Deduction with respect to such Unit; or

(5) the failure of the Lessor to have sufficient liability for the tax against which to credit such Investment Credit or sufficient income to benefit from the Depreciation Deduction or Interest Deduction, as applicable.

The Lessor agrees that if, in the opinion of its or the Lessee's independent tax counsel (herein referred to as Counsel), a bona fide claim to all or a portion of the Investment Credit, Interest Deduction or the Depreciation Deduction on any Unit exists in respect of which the Lessee is required to pay increased rental and interest and/or penalty as aforesaid to the Lessor as above provided, the Lessor shall, upon request and at the expense of the Lessee, take all such legal or other appropriate action deemed reasonable by Counsel in order to sustain such claim. The Lessor may take such action prior to making payment of the amounts claimed pursuant to a notice of disallowance or make such payment and then sue for a refund. In the latter event, if the final determination shall be adverse to the Lessor, the Lessee shall pay to the Lessor interest on the amount of the tax paid attributable to the Depreciation Deduction, Interest Deduction and/or Investment Credit disallowed, at the rate of 9% per annum, from the date of payment of such tax to the date the Lessee shall reimburse the Lessor for such tax in accordance with the provisions of this Section 14. The Lessor shall not be obligated to take any such legal or other appropriate action unless the Lessee shall first have agreed in writing to indemnify the Lessor for all liabilities and expenses which may be entailed therein and shall have furnished the Lessor with such reasonable security therefor as may be requested.

B. Notwithstanding any provision herein to the contrary (other than subsection (E) of this Section 14), if any Canadian governmental authority, federal or provincial, shall withhold or cause to be withheld from any rental payment made under Section 2 of this Lease or any additional rental payment made in this Section 14 any amounts in respect of taxes (hereinafter called "withholding taxes"), the following provisions will apply:

(1) The Lessee will, on the rental payment date when such rental payment is made, pay to the Lessor as additional rental a sum sufficient to permit payment of an amount equivalent to the amount due without regard to any such withholding taxes.

(2) The Lessee will pay such withholding taxes and will forthwith furnish to the Lessor all tax receipts obtainable by the Lessee in connection therewith and all information and

documents necessary or appropriate to enable the Lessor to substantiate a claim for credit or deduction for U. S. federal or any other income tax purposes with respect thereto.

(3) Upon receipt by the Lessor of (i) such tax receipts and other information and documents and (ii) the benefit of any reduction in the federal or any other income tax liability as determined by the Lessor in its sole discretion, resulting from the crediting or deducting of such withholding taxes in the computation of such tax, the Lessor will forthwith reimburse the Lessee an amount so that the Lessor shall be in the same position it would have been if such withholding taxes had not been imposed. It is agreed that such determination may be revised and new demand made upon Lessee after any disallowance of such credit or deduction upon audit by the U. S. Internal Revenue Service. The obligation of the Lessor under this subparagraph C will survive the termination of this Lease.

C. The Lessee's agreement to pay any sums which may become payable pursuant to this Section 14 shall survive the expiration or other termination of this Lease.

D. The Lessee represents, warrants and covenants that (i) none of the Units constitutes property the construction, reconstruction or erection of which was begun before April 1, 1971; (ii) at the time the Lessor becomes the owner of the Units, such Units will constitute "new section 38 property" within the meaning of Section 48(b) of the Code and at the time the Lessor becomes the owner of all Units, the Units will not have been used by any person so as to preclude "the original use of such property" within the meaning of Section 48(b) and 167(c)(2) of the Code from commencing with the Lessor, (iii) at all times during the term of this Lease, each Unit will constitute "section 38 property" within the meaning of Section 48(a) of the Code, will not be used predominantly outside the United States within the meaning of said Section 48(a) (or any exception thereto) and will be used by railroad companies; and (iv) the Lessee will maintain sufficient records to verify such use and such records shall be made available to the Lessor upon the Lessor's reasonable request during the Lessee's normal business hours for purposes of inspection or copying by Lessor or Lessor's agent. For purposes of the provisions of Section 81(4) (b) of the New York State Insurance Law, the Lessee further represents, warrants and covenants that the Units will be predominantly located within the United States.

E. If at any time during the initial term or any extensions thereof any change in Canadian federal or provincial law or regulations operates to cause any rental payment under Section 2 hereof or any additional rental payment under Section 14 hereof

or any additional payment under Section 18 (or any other payment under this Lease or any authorized assignment thereof) to become subject to Canadian federal or provincial income tax, (herein called "Canadian Taxation") or if any change in Canadian federal or provincial law or regulations requires the Lessee to withhold any amounts in respect of Canadian federal or provincial income tax (which amounts are hereinafter called ("Withholding Taxes") the following provisions shall apply:

(1) The Lessee shall notify the Lessor and the Trustee in writing that, in the opinion of counsel for the Lessee (signed copy of which opinion shall be attached to such notice), such change in law or regulations operates to impose Canadian Taxation upon such rental payments or to require the Lessee to remit withholding taxes, and in such notice the Lessee shall advise the final date upon which such Canadian taxation or withholding taxes are due and payable to the appropriate government authority (herein called the "Tax Deadline"), and

(2) The Lessee, shall have an option, exercisable by notice in writing to the Lessor and the Trustee at least 90 days prior to the rental payment date next preceding the Tax Deadline, to purchase from the Lessor all the Units at that time subject to this Lease. Such purchase shall be closed on the Rental Payment Date next preceding the Tax Deadline, and the purchase price on such Rental Payment Date with respect to each unit shall be the amount set opposite such Rental Payment Date in the appropriate schedule to Section 6 or Fair Market Value, whichever is higher. Upon the purchase of said Units, the Lessor and the Trustee shall execute and deliver to Lessee or to Lessee's assign or nominee, a bill of sale for each Unit such as will transfer to the Lessee, its assign or nominee, such title to such Unit as the Lessor and the Trustee derived from the manufacturer and the Lessor and Trustee shall warrant each such unit to be free and clear of all liens, security interests, and other encumbrances arising through the Lessor or Trustee, but neither the Lessor nor the Trustee shall be required to make any representation or warranty as to the condition of the units or as to any other matter.

(3) In the event that Lessee does not exercise the option contained in clause 2 hereof, then Lessee shall continue to be subject to and held to all its obligations and rights hereunder, including but not limited to such obligations in Sections 2 and 5, clause B of Section 14 and Section 18 hereof.

Section 15. Recording; Expenses. Prior to the delivery and acceptance of any Unit, the Lessee will, at its own expense, cause the Equipment Trust Agreement, this Lease and the

Assignment (including the Consent) to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and deposited with the Registrar General of Canada (notice of such deposit to be forthwith thereafter given in the Canada Gazette) pursuant to Section 86 of the Railway Act of Canada. The Lessee will, at its own expense, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will refile, reregister, rerecord or redeposit) any and all further instruments required by law and reasonably requested by the Trustee, for the purpose of proper protection, to the satisfaction of the Trustee, of the Lessor's and the Trustee's respective interests in the Units, or for the purpose of carrying out the intention of this Lease, the Assignment, the Consent and the Equipment Trust Agreement. The Lessor will promptly furnish to the Trustee evidence of all such filing, registering, recording, depositing, refile, reregistering, rerecording and/or re-depositing and an opinion or opinions of counsel with respect thereto satisfactory to the Lessor and the Trustee.

The Lessor will pay the reasonable costs and expenses involved in the preparation and printing of this Lease and the fees and disbursements of any counsel which it may retain, unless such costs, expenses, fees and disbursements are paid by some other person. The Lessee will bear the fees and disbursements of any counsel which it may retain.

Section 16. Interest on Overdue Rentals. Anything to the contrary herein contained notwithstanding, any nonpayment of rentals and other obligations due hereunder shall result in the obligation on the part of the Lessee promptly to pay also an amount equal to 10% per annum of the overdue rentals for the period during which they are overdue.

Section 17. Termination. In the event that all of the Units shall have been excluded from this Lease as provided in Section 1 hereof, this Lease shall terminate and, except as otherwise expressly provided in this Lease, the rights and obligations hereunder of the parties hereto shall cease and determine as if this Lease had never been made.

Section 18. Additional Payments by Lessee. In addition to the rentals specified in Section 2 hereof and subject to the provisions of subdivision E of Section 14 of the Lease:

(a) The Lessee agrees to pay to the Lessor on the Business Day next preceding the Cut-Off Date (as defined in the Equipment Trust Agreement), an amount equal to the rental payment payable by the Lessor to the Trustee on the Cut-Off Date under Section 4.04(3) (a) and (c) of the Equipment Trust Agreement in respect of interest payable on the Equipment Trust Certificates issued under the Equipment Trust Agreement.

(b) The Lessee agrees to pay to the Lessor on the Business Day next preceding April 15, 1974, an amount equal to (x) the rental payment payable by the Lessor to the Trustee on April 15, 1974, under Section 4.04(3) (b) and (c) of the Equipment Trust Agreement in respect of interest payable on the Equipment Trust Certificates issued under the Equipment Trust Agreement, less (y) 70.8567% of the amount of the interim rental payment payable by the Lessee to the Lessor under Section 2 hereof.

(c) The Lessee agrees to pay to the Lessor promptly amounts equal to any rental payments which may become payable by the Lessor to the Trustee on or before the Cut-Off Date, under Section 4.04(1) of the Equipment Trust Agreement in respect of (i) any expenses incurred in connection with any purchase, sale or redemption by the Trustee of Investments (as defined in the Equipment Trust Agreement), which are made by the Trustee on the written or telegraphic request of the Lessee or otherwise required by the provisions of Section 8.04 of the Equipment Trust Agreement if such request is not made by the Lessee, and (ii) any loss of principal (including interest accrued thereon at the time of purchase) incurred in connection therewith.

(d) It is understood and agreed that the Trustee is obligated to the extent provided under the last paragraph of Section 8.04 of the Equipment Trust Agreement to pay to the Lessee any interest in excess of accrued interest paid from Deposited Cash (held under the Equipment Trust Agreement at the time of purchase) or other profit which may be realized from any sale or redemption of Investments.

Section 19. Renewal Options; Right of First Refusal. Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may, by written notice delivered to the Lessor not less than six months prior to the end of the initial term of this Lease or any extended term hereof, elect to extend the term of this Lease in respect of all, but not fewer than all, of the Units then covered by this Lease, for two additional five-year periods the first of which shall commence on the scheduled expiration of the initial term of this Lease and the second of which shall commence on the scheduled expiration of the first such extended term of this Lease, provided that no such extended term shall extend beyond April 15, 2004, at a rental, during the first such five-year period, in an amount equal to 1.87250% of the Cost of each Unit subject to this Lease as so extended, and, during the second such five-year period, in an amount equal to the "Fair Rental Value" of such Units, in each case payable in arrears in 10 semiannual payments for each five-year period; such semiannual payments to be made on April 15 and October 15 in each year of the applicable extended term.

Fair Rental Value shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's-length transaction between an informed and willing lessee-user (other than a lessee-user currently in possession) and an informed and willing lessor under no compulsion to lease and, in such determination, costs of removal from the location of current use shall not be a deduction from such value.

If on or before four months prior to the expiration of the term of this Lease, the Lessor and the Lessee are unable to agree upon a determination of the Fair Rental Value of the relevant Units, such value shall be determined in accordance with the foregoing definition by a qualified independent Appraiser. The term Appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon, or failing such agreement, a majority of a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third designated by the first two so selected. The Appraiser shall be instructed to make such determination within a period of 30 days following appointment, and shall promptly communicate such determination in writing to the Lessor and the Lessee. The determination so made shall be conclusively binding upon both Lessor and Lessee. The expenses and fee of the Appraiser shall be borne equally by the Lessor and the Lessee.

Prior to any sale, assignment, transfer or conveyance of any interest in the Units or any of them by the Lessor at any time after the expiration of the initial lease term or any extended lease term hereunder, the Lessor shall first offer such interest to the Lessee, who is hereby granted the preferential right to purchase for cash such interest (but not a lesser or different interest) on the same terms offered by or to any independent, bona fide, prospective purchaser, ready, willing and able to so purchase; in the event that the consideration offered to be paid for such interest is not wholly in cash and if the Lessor and the Lessee shall not agree upon the cash value of the offered consideration other than cash, then such cash value shall be determined by Appraisal in accordance with the next preceding paragraph of this Section 19. In any such case the Lessor shall promptly communicate in writing to the Lessee the offer made to or received by it from such independent, bona fide purchaser, ready, willing and able to purchase such interest, together with the name and address of such purchaser, and the Lessee shall have the right for a period of 14 days after the giving of said notice to elect to purchase such interest upon the same terms by giving written notice within such 14-day period to the Lessor. If the Lessee does not elect to purchase such interest within such 14-day period, the Lessor shall have the right to complete said sale, assignment, transfer or conveyance in accordance with said offer within 60 days after the expiration of said 14-day period, provided that if the Lessor fails to complete said sale, assignment, transfer or conveyance within said period of 60 days,

the preferential purchase right of the Lessee pursuant to this paragraph shall apply to any subsequent sale, assignment, transfer or conveyance. Upon any purchase of the Units pursuant to this paragraph by the Lessee, the Lessor shall upon request of the Lessee execute and deliver to Lessee, or to the Lessee's assignee or nominee, a bill of sale (without warranties) for each Unit such as will transfer to the Lessee such title to such Unit as the Lessor and the Trustee derived from the Manufacturer free and clear of all liens, security interests and other encumbrances arising through the Lessor or the Trustee.

The Lessor intends to retain the Units for re-leasing after the expiration of the initial term of this Lease and any extensions hereof as provided in this Section 19.

Section 20. Purchase of the Lessor's Interest by Lessee if Favorable Tax Ruling is not Received. In the event that on or before July 1, 1974, the United States Internal Revenue Service shall not have issued to the Lessor, upon a request by it (herein called the Request for Ruling) a favorable tax ruling to the effect that: (i) this Lease constitutes a lease; (ii) the Lessor is entitled to the Interest Deduction with respect to the interest payable by the Lessor on the Trust Certificates; (iii) the Lessor is entitled to the Investment Credit allowed under the Code in respect of 100% of the Cost of the Units; and (iv) the Lessor is entitled to the Depreciation Deduction in respect of 100% of the Cost of the Units: then on July 15, 1974, the Lessee shall purchase and accept all of the Lessor's right, title and interest in and to the Units at a price equal to the aggregate of (A) the Lessor's original investment in the Cost of the Units, (B) interest at the rate of 9% per annum on the amount referred to in clause (A) above from the date of such investment to and including July 15, 1974, and (C) all fees, costs and expenses of any nature whatsoever (including without limitation all brokerage commissions, attorneys' and accountants' fees, printers' charges and all fees, costs and expenses incurred in connection with the Request for Ruling) incurred by the Lessor in connection with such original investment, such purchase by the Lessee pursuant to this Section 20 or otherwise in connection with the transactions contemplated by this Lease and the Trust Agreement, and to deliver to the Lessor an undertaking whereby the Lessee assumes and agrees to pay, perform and discharge all obligations of the Lessor in respect of the Equipment Trust Agreement and agrees to execute and deliver to the Trustee such further documentation in connection with such purchase and assumption as the Trustee may reasonably request. Prior to such purchase the Lessor will, in accordance with Section 1.48-4(f) of the Income Tax Regulations, file a statement with the Lessee of the Lessor's election to treat the Lessee as having purchased the Units for purposes of the credit allowed by Section 38 of the Internal Revenue Code of 1954. The payment of such purchase price shall be made at Chicago, Illinois, in immediately available funds against

delivery of a bill of sale from the Lessor transferring all of the Lessor's right, title and interest in and to the Units free and clear of all liens (other than the liens of the Equipment Trust Agreement and the Assignment) arising from acts of the Lessor. The Lessor shall not be required to make any representation or warranty as to the condition of the Units or as to any other matter. After any such purchase pursuant to this Section 20 this Lease shall remain in full force and effect and the Lessee shall continue to perform all of its obligations as the Lessee hereunder and shall also perform all of the obligations and, subject to the Equipment Trust Agreement and the Assignment, be entitled to all of the rights of the Lessor hereunder as if originally named as the lessor herein. Simultaneously with such purchase pursuant to this Section 20 the Lessee shall assume all of the obligations of the Lessor under the Equipment Trust Agreement as if originally named as the Company hereunder and shall execute and deliver such instruments and documents (in form and substance satisfactory to the Trustee) as the Trustee may reasonably request to evidence further such assumption (which instrument shall include an assumption in such capacity under the Equipment Trust Agreement of the obligations of the Lessee set forth in Sections 5 and 14 hereof).

Section 21. Mileage Allowance; Subrogation; Further Assurance. Provided the Lessee is not in default hereunder, the Lessee shall be entitled to (i) all mileage allowances and other moneys payable by reason of the use of the Units, and any such mileage allowances or other moneys received by the Lessor shall be forthwith remitted to the Lessee, and (ii) the proceeds of any claim or right of the Lessor or the Lessee against third persons for injury, damage or loss with respect to any Unit or the use or operation thereof, including settlements pursuant to the rules of the Association of American Railroads, and the Lessee shall be subrogated to the extent of the Lessee's interest to all the Lessor's rights of recovery therefor against any other person, firm or corporation. The Lessor hereby authorizes the Lessee to make settlement of, receive payment and receipt for any and all such claims on behalf of the Lessor, and the Lessor agrees to execute and deliver from time to time such instruments and do such other acts and things as may be necessary or appropriate more fully to evidence the Lessee's authority and/or to vest in the Lessee such proceeds to the extent of the Lessee's interest therein or to effect such subrogation; and in the event of any loss, damage or destruction in respect of which the Lessee is entitled to proceeds or subrogation as aforesaid, the Lessor shall refrain from doing any act or executing any instrument which would prejudice the right of the Lessee to such proceeds or to such subrogation.

The Lessee covenants and agrees from time to time at its expense to do all acts and execute all such instruments of further assurance as it shall be reasonably requested by the

Lessor to do or execute for the purpose of fully carrying out and effectuating this Lease and the intent hereof.

Section 22. Execution. Although this Lease is dated as of October 15, 1973 for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

Section 23. Law Governing. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act of the United States, the applicable recording laws of Canada and of the Provinces or Territories thereof and such additional rights arising out of the filing, recording or depositing hereof and of any assignment hereof or out of the marking on the Units as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited or in which any Unit may be located.

Section 24. Notices. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States or Canadian registered mails, first-class postage prepaid, addressed as follows:

If to the Lessor, 4001 West Devon Avenue, Chicago, Illinois 60646, Attention of Vice President -- Finance, with a copy to Itel Leasing Corporation, One Embarcadero Center, San Francisco, California 94104, Attention of Contract Administration;

If to the Lessee, Windsor Station, Room 245, Montreal 101, Quebec, Canada, Attention of Vice President -- Finance and Accounting;

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

Section 25. Definitions. If and so long as this Lease is assigned to the Trustee (or any successor thereto) for collateral purposes, wherever the term "Lessor" is used in this Lease it shall also apply and refer to the Trustee and any successors thereto (with the exception of Section 14 hereof) unless the context shall otherwise require and except that the Trustee shall not be subject to any liabilities or obligations under this Lease; and the fact that the Trustee is specifically named in certain provisions shall not be construed to mean that the Trustee (and any successors thereto) is not entitled to the benefits of other provisions where only the Lessor is named. For all purposes of Section 5 and 8 of this Lease, the term "Trustee"

shall include each holder from time to time of any Trust Certificate or Trust Certificates and their respective interests in the trust estate hereunder, including but not limited to the Trust Equipment.

Section 26. Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the Units and supersedes all other agreements, oral or written, with respect to the Units. No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee.

Section 27. No Recourse. No recourse shall be had in respect of any obligation due under this Lease, or referred to herein, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Lessor or the Lessee, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being forever released as a condition of and as consideration for the execution of this Lease.

Section 28. Counterpart Execution. This Lease may be executed in several counterparts, but the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the Lessor and the Lessee, each pursuant to due corporate authority, have caused this instrument to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

BORG WARNER
EQUITIES CORPORATION,

by

Vice President

[CORPORATE SEAL]

Attest:

Secretary

CANADIAN PACIFIC LIMITED,

by

Vice President of the
Company

[CORPORATE SEAL]

Attest:

Secretary

My commission expires

[NOTARIAL SEAL]

On this day of , 1973, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Vice President of the Company of CANADIAN PACIFIC LIMITED, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission is for life.

[COMMISSIONER'S SEAL]

SCHEDULE I-Lease

Basic Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost per Unit</u>	<u>Identifying Numbers (both inclusive)</u>
200	100-Ton Bulkhead Flat Cars	\$21,345.26 (Based on Exchange at Par with Canadian Dollar)	CPI 317000 to 317199 inclusive
12	70-Ton Flush Deck Flat Cars with Saddleback Equipment	\$24,933. (U.S.)	CPAA 590025 to 570036 inclusive

ASSIGNMENT OF LEASE AND AGREEMENT dated as of October 15, 1973, by and between BORG WARNER EQUITIES CORPORATION (hereinafter called the Company), and INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement dated as of October 15, 1973 (hereinafter called the Equipment Trust Agreement), between the Trustee and the Company.

WHEREAS the Company, as Lessor, and Canadian Pacific Limited, as Lessee (hereinafter called the Lessee), have entered into a Lease (as defined in the Equipment Trust Agreement), providing for the leasing by the Company to the Lessee of the Units (as defined in the Lease); and

WHEREAS, in order to provide security for the obligations of the Company under the Equipment Trust Agreement and as an inducement to the purchasers of the Equipment Trust Certificates to be issued under the Equipment Trust Agreement to purchase said Certificates, the Company has agreed to assign for security purposes its rights in, to and under the Lease to the Trustee;

Now, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed the parties hereto agree as follows:

1. As security for the payment and performance of its obligations under the Equipment Trust Agreement, the Company hereby assigns, transfers and sets over unto the Trustee all the Company's rights, title and interest as Lessor under the Lease, including without limitation the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Company from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payments, liquidated damages or otherwise (such moneys other than as excepted by the provision to this sentence being hereinafter called the Payments) and the right to make all waivers and agreements to give all notices, consents and releases to take all action upon the happening of an Event of Default specified in the Lease and to do any and all other things whatsoever which the Company as Lessor is or may become entitled to do under the Lease but excepting and reserving to the Lessor, however, all rights of the Lessor under the Lease (1) to sue for and to receive damages under the Lease for the breach of and to receive payments directly in respect of any covenant, representation or warranty of the Lessee which is for the exclusive benefit of the Lessor under Sections 5, 9(b) (iii) and (iv) (but only to the extent such payments do not exceed the amount of the Company's investment in

(d) To pay immediately upon demand, all sums expended by the Trustee under the authority hereof, together with interest thereon at the rate of 10% per annum.

4. The Company does hereby constitute the Trustee the Company's true and lawful attorney, irrevocably, with full power (in the name of the Company, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Company is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Company's obligations under the Equipment Trust Agreement, the assignment made hereby and all rights herein assigned to the Trustee shall terminate, and all estate, right, title and interest of the Trustee in and to the Lease and the Payments shall revert to the Company.

6. The Company represents and warrants that (a) the execution and delivery by the Company of the Lease, this Assignment and the Equipment Trust Agreement have each been duly authorized, and the Lease, this Assignment and the Equipment Trust Agreement are and will remain the valid and binding obligations of the Company in accordance with their terms; (b) the Company has not executed any other assignment of the Lease and the Trustee's right to receive all payments under the Lease is and will continue to be free and clear of any and all liens, agreements, security interests or other encumbrances (c) notwithstanding this Assignment, the Company will conform and comply with each and all of the covenants and conditions in the Lease and the Equipment Trust Agreement set forth to be complied with by it, (d) to the knowledge of the Company, it has performed all obligations on its part to be performed under the Lease and the Equipment Trust Agreement on or prior to the date hereof and (e) the Lease and the Equipment Trust Agreement are in full force and effect and have not been canceled and to the knowledge of the Company there has not occurred on or prior to the date hereof any Event of Default (as that term is defined in the Equipment Trust Agreement) or any event which with notice and/or lapse of time would constitute such an Event of Default.

If an Event of Default (as defined in the Equipment Trust Agreement) shall occur and be continuing, the Trustee shall be entitled (i) to exercise all the rights, privileges and remedies available to the Lessor under the Lease and to the Trustee under the Equipment Trust Agreement and (ii) to do any acts which the Trustee deems proper to protect the security hereof, either with

or without taking possession of the Units. The taking possession of the Units and the taking of any action permitted as aforesaid shall not cure or waive any default or waive, modify or affect any default hereunder or under the Lease or the Equipment Trust Agreement, or invalidate any act done hereunder.

7. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee under the Lease for any instalment of, or interest on, any rental or other sum owing thereunder, or to enforce any provisions of the Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Lessee or its successors, arising out of a breach by the Company of any obligation under the Lease or arising out of any other indebtedness or liability at any time owing to the Lessee or its successors from the Company. Any and all such obligations of the Company shall be and remain enforceable against and only against the Company and shall not be enforceable against the Trustee or any party or parties in whom any of the rights of the Company under the Lease shall vest by reason of the successive assignments or transfers.

8. The Company will from time to time execute all such financing statements and supplemental instruments and documents as the Trustee may from time to time reasonably request in order to confirm or further assure the assignment made hereby and the provisions hereof.

9. The Trustee may assign to any successor trustee appointed pursuant to Section 8.06 of the Equipment Trust Agreement or any co-trustee or separate trustee appointed pursuant to Section 8.09 thereof all or any of its rights under the Lease, including the right to receive any payments due or to become due to it from the Lessee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all obligations of the Trustee hereunder.

10. The Company agrees that it will not, without the prior written consent of the Trustee, enter into any agreement amending, modifying or terminating the Lease and that any amendment, modification or termination thereof without such consent shall be void, and agrees that it will not take any action or omit to take any action the taking or omission of which might result in an alteration or impairment of the Lease.

11. This Assignment shall be governed by the laws of the State of Illinois, provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act of the United States, the applicable recording laws of Canada and such additional rights arising out of the filing,

PROVINCE OF QUEBEC

ss.:

CITY OF MONTREAL

On this day of , 1973, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of the Company of CANADIAN PACIFIC LIMITED, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Commissioner for Oaths

[SEAL]